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Fenix International Limited and Fenix Internet LLC

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION

N.Z., R.M., B.L., S.M., and A.L.,)	CASE NO.: 8:24-cv-01655-FWS-SSC
individually and on behalf of)	
themselves and all others similarly)	DECLARATION OF LEE TAYLOR IN
situated,)	SUPPORT OF SPECIALLY
)	APPEARING DEFENDANTS' FENIX
Plaintiffs,)	INTERNATIONAL LIMITED'S AND
)	FENIX INTERNET LLC'S MOTION
v.)	TO DISMISS FOR FORUM NON
)	CONVENIENS

FENIX INTERNATIONAL)
LIMITED, FENIX INTERNET LLC,)
BOSS BADDIES LLC, MOXY)
MANAGEMENT, UNRULY)
AGENCY LLC (also d/b/a DYSRPT)
AGENCY), BEHAVE AGENCY)
LLC, A.S.H. AGENCY, CONTENT)
X, INC., VERGE AGENCY, INC.,)
AND ELITE CREATORS LLC,)
Defendants.)

DECLARATION OF LEE TAYLOR

I, Lee Taylor, declare as follows:

1. I am over the age of eighteen years old, suffer from no legal disability, and am competent to make this declaration and testify to the statements and facts contained herein.

2. I am the Chief Financial Officer and a Director of Fenix International Limited (“FIL”), the sole member of Fenix Internet LLC (“Fenix Internet”). I have been in that position since December 2021. In this role, I oversee the finances of FIL and its subsidiaries, including Fenix Internet. Before assuming the role of Chief Financial Officer and Director, I was the Financial Controller of FIL from 2019 to 2021.

3. I make this declaration based on my personal knowledge and/or knowledge acquired through reasonable investigation. In preparation of this Declaration, I reviewed certain of FIL’s internal records related to the registration of user accounts and OnlyFans’ policies in connection with FIL’s ownership and operation of the OnlyFans website, www.onlyfans.com (“OnlyFans” or the “Website”). These internal records were created and maintained in the course of regularly-conducted business. I could competently testify to the matters set forth herein if called to do so as a witness in court.

4. I submit this declaration in support of FIL’s and Fenix Internet’s Motion to Dismiss for Forum Non Conveniens.

5. In my capacity as a Director and Chief Financial Officer, I routinely review company documents and business records and consult with appropriate company personnel in various departments on numerous issues. As a result, I have knowledge about FIL’s and Fenix Internet’s operations, including FIL’s operation of the Website during the period relevant to Plaintiffs’ claims.

6. FIL was formed and registered in the United Kingdom, with its headquarters in London. FIL owns and operates OnlyFans, an online subscription-based social media, content sharing, and video sharing platform with users around the world.

1 7. Fenix Internet is a Delaware limited liability company, formed on March 13,
2 2019, with its principal place of business at 501 Silverside Road, Suite 87AXK,
3 Wilmington, Delaware, 19809.

4 8. Fenix Internet does not operate OnlyFans. Fenix Internet's purpose is to hold
5 banking and payment processing relationships on behalf of its parent company, FIL, the
6 owner and operator of OnlyFans.

7 9. FIL's employees, officers, and records are primarily located in the United
8 Kingdom.

9 10. Neither FIL nor Fenix Internet has any offices, employees, or other physical
10 presence in California.

11 11. I have reviewed a copy of the Complaint, in which Plaintiffs N.Z., R.M., B.L.,
12 S.M., and A.L. allege they were Users of the OnlyFans platform during varying periods
13 ranging from 2018 through the present. (Compl. ¶¶ 241, 254, 270, 282, 299.)

14 12. FIL's Terms of Service ("Terms") govern the legal relationship between
15 OnlyFans and Users.

16 13. At all times, the Terms have been posted in their entirety and readily available
17 on the Website.

18 14. A true and correct copy of the Terms in effect as they appeared on the Website
19 from December 15, 2021 through September 1, 2024, is attached as **Exhibit A**. This copy
20 was downloaded from the Internet Archive's Wayback Machine at
21 <https://web.archive.org/web/20240721211044/https://onlyfans.com/terms>.

22 15. The Terms reflected in Exhibit A were in effect on July 29, 2024, the date
23 Plaintiffs' Complaint was filed.

24 16. The Terms reflected in Exhibit A include a choice-of-law provision and
25 forum-selection clause applicable to all Fans, in a stand-alone section entitled, in bold,
26 **"Terms relating to disputes – the law which applies to your agreement with us and**
27 **where disputes and claims concerning your use of OnlyFans (including those arising**
28 **from or relating to your agreement with us) can be brought."** Ex. A at 13-14.

1 17. The Terms reflected in Exhibit A authorized any of FIL's subsidiaries, such
2 as Fenix Internet, to enforce the choice-of-law provision and the forum-selection clause.
3 Ex. A at 13-14.

4 18. If provided with Plaintiffs' legal names, I could review company records and
5 should be able to verify whether Plaintiffs had OnlyFans accounts for the periods they
6 allege, if at all. If company records exist for each Plaintiff, I could and would provide
7 evidence regarding each Plaintiff's registration of their account, their use of the Website,
8 their subscription history, and every occasion that each Plaintiff affirmatively agreed to the
9 Terms, which is information the Company keeps in the regular course of business. This has
10 not been possible as the Plaintiffs have chosen to file the Complaint on a Doe basis.

11 19. A true and correct copy of the Terms in effect as they appeared on the Website
12 from January 21, 2018 to March 27, 2018, is attached as **Exhibit B**. This copy was
13 downloaded from the Internet Archive's Wayback Machine at
14 <https://web.archive.org/web/20180323195358/https://onlyfans.com/terms/>.

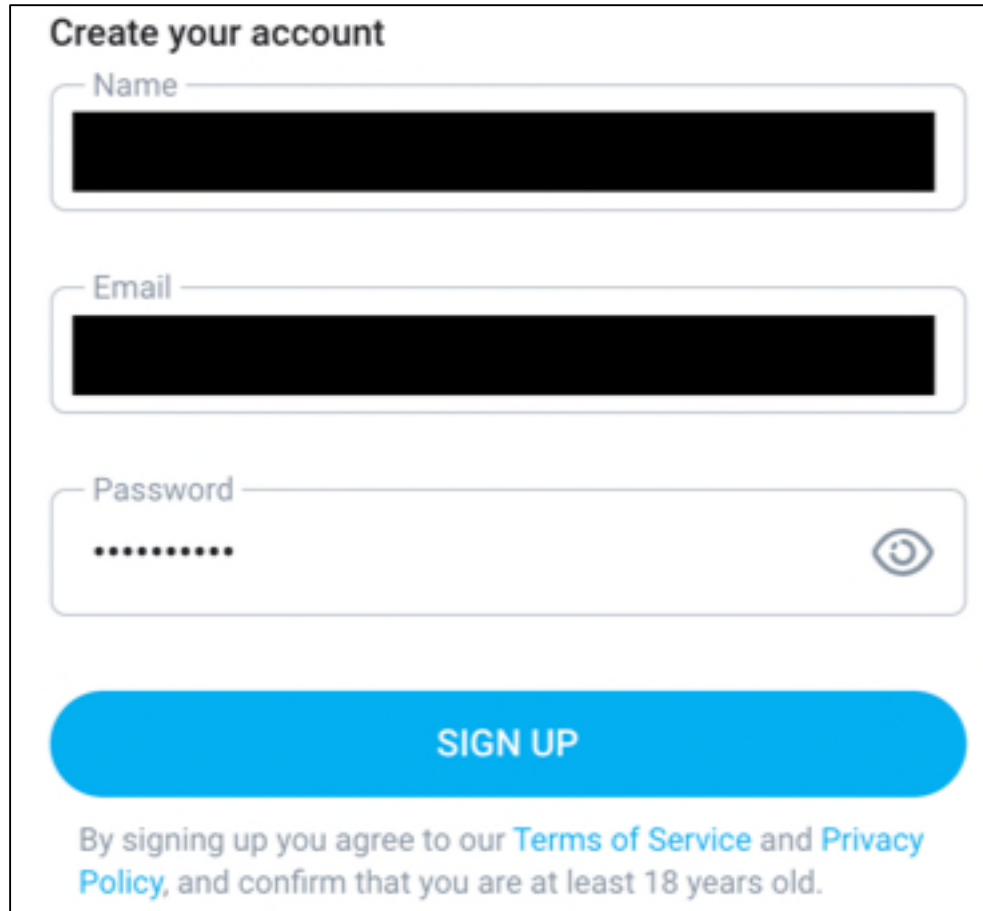
15 20. From January 21, 2018 to March 27, 2018, the Terms included a choice-of-
16 law and forum-selection clause applicable to all Fans in a stand-alone section entitled, in
17 bold, "**Governing Law and Dispute Resolution**." Ex. B at 10.

18 21. A substantially similar choice-of-law and forum-selection clause applicable
19 to all Users appeared in all versions of the Terms from 2018 to the present.

20 22. Anyone who is a Creator or Fan on OnlyFans agreed to the Terms on
21 registering their account on the Website, as well as any time the Terms are updated.

22 23. When creating an account on the Website, each User must enter their email
23 address and password, and then click a button labeled "Sign Up." Directly below the "Sign
24 Up" button, each User is informed that "By signing up you agree to our Terms of Service
25 and Privacy Policy, and confirm that you are at least 18 years old." A screenshot of this
26 page is shown below:
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Create your account

Name

Email

Password

.....

SIGN UP

By signing up you agree to our [Terms of Service](#) and [Privacy Policy](#), and confirm that you are at least 18 years old.

16 24. The blue words “Terms of Service” and “Privacy Policy” shown in the above
17 image are hyperlinked to a full copy of the current Terms and Privacy Policy, respectively.

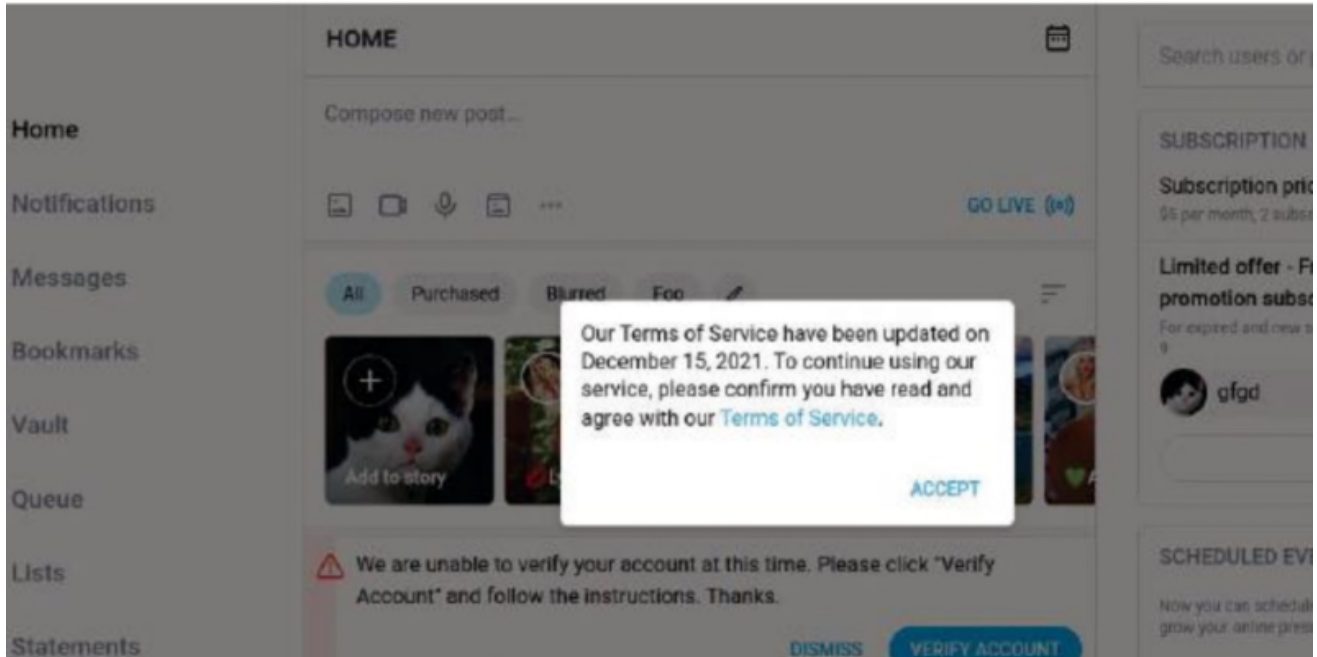
18 25. In order to proceed to the next page and complete their account registration
19 on the Website, every User was required to, and did, click on the “Sign Up” button.

20 26. A true and correct copy of the account creation page is attached as **Exhibit C**,
21 available at <https://onlyfans.com>.

22 27. This sign-up process—requiring a User to click a button next to language
23 reflecting their agreement to the Terms—has been in place since at least July 2018.

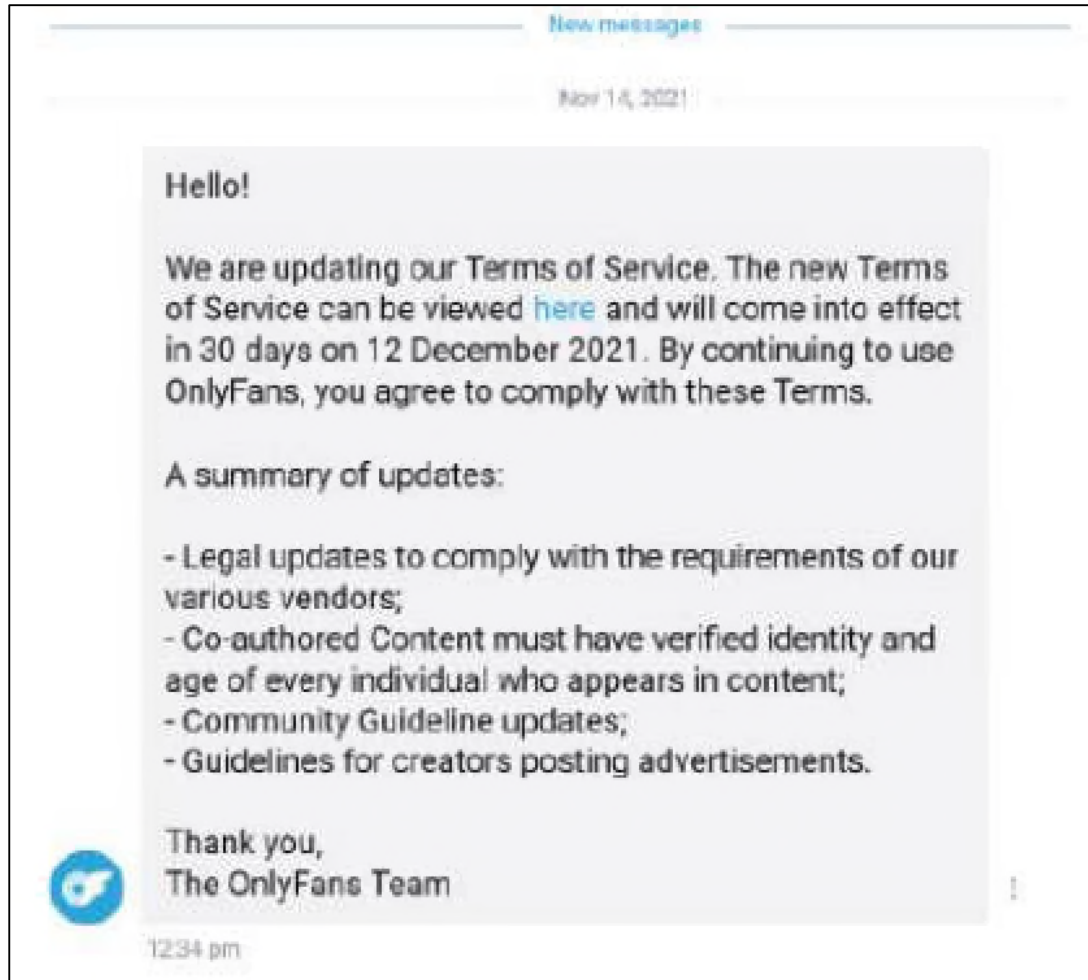
24 28. The last amendment to the Terms before Plaintiffs filed their Complaint came
25 into effect on December 15, 2021.

26 29. To inform Users about that amendment, on November 14, 2021, OnlyFans
27 sent all Users a message on the Website notifying them of the update to the Terms. A
28 screenshot of this message is shown below:



30. A true and correct copy of that message, sent on November 14, 2021, is attached as **Exhibit D**.

31. In addition to the above message, the first time OnlyFans Users logged into their OnlyFans account on or after December 15, 2021, they were presented with an alert, which would have appeared immediately after logging into their account. A screenshot of that alert is shown below:



32. A true and correct copy of that alert, which appeared any time an OnlyFans User logged into their OnlyFans account on or after December 15, 2021, is attached as **Exhibit E**.

33. After being presented with the above alert, an OnlyFans User—including the Plaintiffs—would have been unable to continue using the Website unless they clicked “ACCEPT.” Had a User clicked on the blue hyperlinked words “Terms of Service” shown in the above image, they would have been taken to a full copy of the Terms reflected in **Exhibit A**.

34. The exact date of Plaintiffs’ agreement to the updated Terms in 2021 is impossible to ascertain due to their anonymity, but all the Plaintiffs allege they continued to use the Website after the December 15, 2021 amendment to the Terms. This means all Plaintiffs clicked “ACCEPT” in response to the above alert to continue to use OnlyFans.

35. Prior to December 15, 2021, the Terms were also updated in April 2021, and were most recently updated effective September 1, 2024. All Users at that time were presented with an alert, via a direct message, which required them to affirmatively agree to the updated Terms if they wished to continue using the Website. Therefore, each user would have been unable to continue using the Website unless they clicked "ACCEPT," as described in paragraphs 29-33 above.

36. The current Terms contain a substantively similar choice-of-law and forum-selection clause applicable to all Users. A version of the current Terms is available at <https://onlyfans.com/terms>.

37. Because millions of global Users access OnlyFans each day, the forum-selection clause is necessary to manage the costs of litigation and reduce the inconvenience to OnlyFans' personnel of litigating claims all over the world.

38. If Plaintiffs were to commence proceedings against FIL in the courts of England and Wales, arising out of the facts alleged in this proceeding, FIL would take no objection to jurisdiction or forum and would accept service of process in those proceedings.

39. If Plaintiffs were to commence proceedings against Fenix Internet in the courts of England and Wales, arising out of the facts alleged in this proceeding, Fenix Internet would offer to stipulate to jurisdiction and service of process.

I declare under the laws of penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on October 24, 2024, in New York, New York.

By: _____


Lee Taylor

EXHIBIT A

TERMS OF SERVICE

Contents

1. [Terms of Use for all Users](#)
2. [Terms of Use for Fans](#)
3. [Terms of Use for Creators](#)
4. [Acceptable Use Policy](#)
5. [Referral Program Terms](#)
6. [Complaints Policy](#)
7. [Platform to Business Regulation Terms](#)

TERMS OF USE FOR ALL USERS

BY USING OUR WEBSITE YOU AGREE TO THESE TERMS – PLEASE READ THEM CAREFULLY

1. **Introduction:** These Terms of Use for all Users govern your use of OnlyFans and your agreement with us.
2. **Interpretation:** In the Terms of Service:
 - a. we refer to our website as "**OnlyFans**", including when accessed via the URL www.onlyfans.com;
 - b. references to "**we**", "**our**", "**us**" are references to Fenix International Limited, the operator of OnlyFans;
 - c. "**Content**" means any material uploaded to OnlyFans by any User (whether a Creator or a Fan), including any photos, videos, audio (for example music and other sounds), livestream material, data, text (such as comments and hashtags), metadata, images, interactive features, emojis, GIFs, memes, and any other material whatsoever;
 - d. "**Creator**" means a User who has set up their OnlyFans account as a Creator account to post Content on OnlyFans to be viewed by other Users;
 - e. "**Fan**" means a User who follows a Creator and is able to view the Creator's Content;

- f. **"Fan/Creator Transaction"** means any transaction between a Fan and a Creator on OnlyFans by which access is granted to the Creator's Content including in any of the following ways: (i) a Subscription, (ii) payments made by a Fan to view a Creator's pay-per-view Content (pay-per-view media and pay-per-view live stream), and (iii) use by the Fan of the fan interaction function on a Creator's account;
 - g. **"Fan Payment"** means any and all payments made by a Fan to a Creator (i) in connection with a Fan/Creator Transaction, or (ii) by way of a tip for a Creator;
 - h. **"Referring User"** means a User who participates in the OnlyFans Referral Program;
 - i. **"Standard Contract between Fan and Creator"** means the terms which govern each Fan/Creator Transaction, which can be found [here](#);
 - j. **"Subscription"** means a Fan's subscription to a Creator's account (whether paid or unpaid, and whether for one month or as part of a bundle comprising a subscription for more than one month);
 - k. **"Terms of Service"** (also called **"your agreement with us"**) means the legally binding agreement between you and us which consists of: (i) these [Terms of Use for all Users](#), (ii) [Terms of Use for Fans](#), (iii) [Terms of Use for Creators](#), (iv) [Privacy Policy](#), (v) [Acceptable Use Policy](#), (vi) [Referral Program Terms](#), (vii) [Complaints Policy](#), (viii) [Platform to Business Regulation Terms](#); and (ix) [Community Guidelines](#);
 - l. **"United Kingdom"** means the United Kingdom of Great Britain and Northern Ireland; and
 - m. **"User"** means any user of OnlyFans, whether a Creator or a Fan or both (also referred to as **"you"** or **"your"**).
3. **Who we are and how to contact us:** OnlyFans is operated by Fenix International Limited. We are a limited company registered in England and Wales, with company registration number 10354575 and we have our registered office address at 9th Floor, 107 Cheapside, London, EC2V 6DN. Our VAT number is 268196365.
- To contact us with any questions about OnlyFans, please email our support team at support@onlyfans.com. If you are unable to contact us by email, please write to us at the following address: 9th Floor, 107 Cheapside, London, EC2V 6DN.
4. **How we may change the Terms of Service:** We may change any part of the Terms of Service without telling you beforehand in the following circumstances:
- a. to reflect changes in laws and regulatory requirements which apply to OnlyFans and the services, features and programs of OnlyFans where such changes require OnlyFans to

change its terms and conditions in a manner which does not allow us to give reasonable notice to you; and

- b. to address an unforeseen and imminent danger related to defending OnlyFans, Fans or Creators from fraud, malware, spam, data breaches or other cybersecurity risks.

We may also make other changes to any part of the Terms of Service, and we will give you reasonable notice of such changes by email or through OnlyFans, and you may contact us to end your agreement with us before the changes take effect. Once any updated Terms of Service are in effect, you will be bound by them if you continue to use OnlyFans.

- 5. **We may make changes to or suspend or withdraw OnlyFans:** We may update and change OnlyFans from time to time for any reason, including to reflect changes to our services, Users' needs and our business practices or to improve performance, enhance functionality or address security issues. We will try to give you reasonable notice of any major changes. We do not guarantee that OnlyFans, or any Content on it, will always be available or accessible without interruption. We may suspend or withdraw or restrict the availability of all or any part of OnlyFans for business or operational reasons. We will try to give you reasonable notice of any suspension or withdrawal if it affects you.
- 6. **Registering with OnlyFans:** To use OnlyFans you must first register and create a User account on OnlyFans. You must provide a valid email address, a username, and a password or authenticate using a valid Twitter or Google account. Your password should be unique (meaning that it is different to those you use for other websites) and must comply with the technical requirements of the OnlyFans site for the composition of passwords. To register as a User:
 - a. you must be at least 18 years old, and you will be required to confirm this;
 - b. if the laws of the country or State/province where you live provide that you can only be legally bound by a contract with us at an age which is higher than 18 years old, then you must be old enough to be legally bound by a contract with us under the laws of the country or State/province where you live; and
 - c. you must be permitted by the laws of the country or State/province where you are located to join OnlyFans and to view any Content available on it and to use any functionality provided by it.
 - d. you must provide such other information or verification records as we require.

If you do not meet the above requirements, you must not access or use OnlyFans.

- 7. **Your commitments to us:** When you register with and use OnlyFans, you make the following commitments to us:

- a. If you previously had an account with OnlyFans, you confirm that your old account was not terminated or suspended by us because you violated any of our terms or policies.
- b. You will make sure that all information which you submit to us is truthful, accurate and complete.
- c. You will update promptly any of your information you have submitted to us as and when it changes.
- d. You consent to receiving communications from us electronically, including by emails and messages posted to your OnlyFans account, and to the processing of your personal data as more fully detailed in our [Privacy Policy](#).
- e. You will keep your account/login details confidential and secure, including your user details, passwords and any other piece of information that forms part of our security procedures, and you will not disclose these to anyone else. You will contact support@onlyfans.com promptly if you believe someone has used or is using your account without your permission or if your account has been subject to any other breach of security. You also agree to ensure that you log out of your account at the end of each session, and to be particularly careful when accessing your account from a public or shared computer so that others are not able to access, view or record your password or other personal information.
- f. You are responsible for all activity on your account even if, contrary to the Terms of Service, someone else uses your account.
- g. You will comply in full with these Terms of Use for all Users, our [Acceptable Use Policy](#) and all other parts of the Terms of Service which apply to your use of OnlyFans.

8. Rights we have, including to suspend or terminate your account:

- a. We can but we are not obligated to moderate or review any of your Content to verify compliance with the Terms of Service (including, in particular, our [Acceptable Use Policy](#)) and/or any applicable law.
- b. It is our policy to suspend access to any Content you post on OnlyFans which we become aware may not comply with the Terms of Service (including, in particular, our [Acceptable Use Policy](#)) and/or any applicable law whilst we investigate the suspected non-compliance or unlawfulness of such Content. If we suspend access to any of your Content, you may request a review of our decision to suspend access to the relevant Content by contacting us at support@onlyfans.com. Following our investigation of the suspected non-compliance or unlawfulness of the relevant Content, we may take any action we consider appropriate, including to reinstate access to the Content or to permanently remove or disable access to the relevant Content without needing to

obtain any consent from you and without giving you prior notice. You agree that you will at your own cost promptly provide to us all reasonable assistance (including by providing us with copies of any information which we request) in our investigation. We will not be responsible for any loss suffered by you arising from the suspension of access to your Content or any other steps which we take in good faith to investigate any suspected non-compliance or unlawfulness of your Content under this section.

- c. If we suspend access to or delete any of your Content, we will notify you via email or electronic message to your OnlyFans account, but we are not obligated to give you prior notice of such removal or suspension.
- d. We reserve the right in our sole discretion to terminate your agreement with us and your access to OnlyFans for any reason by giving you 30 days' notice by email or electronic message to your OnlyFans account. We can also suspend access to your User account or terminate your agreement with us and your access to OnlyFans immediately and without prior notice:

if we think that you have or may have seriously or repeatedly breached any part of the Terms of Service (including in particular our Acceptable Use Policy), or if you attempt or threaten to breach any part of the Terms of Service in a way which has or could have serious consequences for us or another User; or
if you take any action that in our opinion has caused or is reasonably likely to cause us to suffer a loss or that otherwise harms the reputation of OnlyFans.

If we suspend access to your User account or terminate your agreement with us and your access to OnlyFans we will let you know. During any period when access to your User account is suspended, any Fan Payments which would otherwise have fallen due during the period of suspension will be suspended, and we may withhold all or any part of the Creator Earnings due to you but not yet paid out in accordance with section 13 of the Terms of Use for Creators.

- e. Upon termination of your account, we may deal with your Content in any appropriate manner in accordance with our [Privacy Policy](#) (including by deleting it) and you will no longer be entitled to access your Content. There is no technical facility on OnlyFans for you to be able to access your Content following termination of your account.
- f. We can investigate any suspected or alleged misuse, abuse, or unlawful use of OnlyFans and cooperate with law enforcement agencies in such investigation.
- g. We can disclose any information or records in our possession or control about your use of OnlyFans to law enforcement agencies in connection with any law enforcement investigation of any suspected or alleged illegal activity, to protect our rights or legal interests, or in response to legal process.

- h. We can change the third-party payment providers used to process payments on OnlyFans and if we do so, we will notify you and store applicable details on your OnlyFans account.
 - i. Other than Content (which is owned by or licensed to Creators), all rights in and to OnlyFans and its entire contents, features, databases, source code and functionality, are owned by us and/or our licensors. Such material is protected by copyright, and may be protected by trademark, trade secret, and other intellectual property laws.
 - j. We are the sole and exclusive owners of any and all anonymised data relating to your use of OnlyFans and such anonymised data can be used by us for any purpose, including for commercial, development and research purposes.
9. **What we are not responsible for:** We will use reasonable care and skill in providing OnlyFans to you, but there are certain things which we are not responsible for, as follows:
- a. We do not authorize or approve Content on OnlyFans, and views expressed by Creators or Fans on OnlyFans do not necessarily represent our views.
 - b. We do not grant you any rights in relation to Content. Any such rights may only be granted to you by Creators.
 - c. Your Content may be viewed by individuals that recognise your identity. We will not in any way be responsible to you if you are identified from your Content. While we may, from time to time and in our sole discretion, offer certain geofencing or geolocation technology on OnlyFans, you understand and agree that we do not guarantee the accuracy or effectiveness of such technology, and you will have no claim against us arising from your use of or reliance upon any geofencing or geolocation technology on OnlyFans.
 - d. All Content is created, selected, and provided by Users and not by us. We are not responsible for reviewing or moderating Content, and we do not select or modify the Content that is stored or transmitted via OnlyFans. We are under no obligation to monitor Content or to detect breaches of the Terms of Service (including the [Acceptable Use Policy](#)).
 - e. You agree that you have no obligation to follow any suggestions, comments, reviews, or instructions received from another User of OnlyFans and that if you choose to do so, you do so entirely at your own risk.
 - f. We make no promises or guarantees of any kind that Creators or Referring Users will make a particular sum of money (or any money) from their use of OnlyFans (including the OnlyFans Referral Program).

- g. The materials which we make accessible on OnlyFans for Users are for general information only. We make no promises or guarantees about the accuracy or otherwise of such materials, or that Users will achieve any particular result or outcome from using such materials.
- h. We do not promise that OnlyFans is compatible with all devices and operating systems. You are responsible for configuring your information technology, device, and computer programs to access OnlyFans. You should use your own virus protection software.
- i. We are not responsible for the availability of the internet, or any errors in your connections, device or other equipment, or software that may occur in relation to your use of OnlyFans.
- j. While we try to make sure that OnlyFans is secure and free from bugs and viruses, we cannot promise that it will be and have no control over the Content that is supplied by Creators.
- k. We are not responsible for any lost, stolen, or compromised User accounts, passwords, email accounts, or any resulting unauthorized activities or resulting unauthorized payments or withdrawals of funds.
- l. You acknowledge that once your Content is posted on OnlyFans, we cannot control and will not be responsible to you for the use which other Users or third parties make of such Content. You can delete your account at any time, but you acknowledge that deleting your account will not of itself prevent the circulation of any of your Content which may have been recorded by other Users in breach of the Terms of Service or by third parties prior to the deletion of your account.

10. Intellectual property rights – ownership and licenses:

- a. You confirm that you own all intellectual property rights (examples of which are copyright and trademarks) in your Content or that you have obtained all necessary rights to your Content which are required to grant licenses in respect of your Content to us and to other Users. This includes any rights required to engage in the acts covered by sub-section **10(b)** below in any territory in which OnlyFans is accessible and, in particular, in the United States of America, the United Kingdom and the European Union.
- b. You agree to grant us a license under all your Content to perform any act restricted by any intellectual property right (including copyright) in such Content, for any purpose reasonably related to the provision and operation of OnlyFans. Such acts include to reproduce, make available and communicate to the public, display, perform, distribute, translate, and create adaptations or derivative works of your Content, and otherwise deal in your Content.

- c. The license which you grant to us under sub-section 10(b) above is perpetual, non-exclusive, worldwide, royalty-free, sublicensable, assignable and transferable by us. This means that the license will continue even after your agreement with us ends and you stop using OnlyFans, that we do not have to pay you for the license, and that we can grant a sub-license of your Content to someone else or assign or transfer the license to someone else. This license will allow us, for example, to add stickers, text, and watermarks to your Content, to make your Content available to other Users of OnlyFans, as well as to use your Content for other normal operations of OnlyFans. We will never sell your Content to other platforms, though we may sell or transfer any license you grant to us in the Terms of Service in the event of a sale of our company or its assets to a third party.
 - d. Whilst we do not own your Content, you grant us the limited right to submit notifications of infringement (including of copyright or trademark) on your behalf to any third-party website or service that hosts or is otherwise dealing in infringing copies of your Content without your permission. Although we are not under any obligation to do so, we may at any time submit or withdraw any such notification to any third-party website or service where we consider it appropriate to do so. However, we do not and are under no obligation to police infringements of your Content. You agree that if we request, you will provide us with all consents and other information which we reasonably need to submit notifications of infringement on your behalf. Please see our [Complaints Policy](#) for how to make a complaint about infringement of intellectual property rights.
 - e. You waive any moral rights which you may have under any applicable law to object to derogatory treatment of any Content posted by you on OnlyFans. This waiver does not affect in any way your ownership of any intellectual property rights in your Content or the rights which you have to prevent your Content from being copied without your permission. The waiver is intended to allow us when dealing with your Content (as permitted by the license which you give us in section 10(b) above) to add watermarks, stickers or text to your Content.
11. **Twitter:** Users have the facility to connect an active Twitter account to their OnlyFans account and to share certain Content in the form of OnlyFans posts to Twitter using the share feature. If you use this feature, you must fully comply with Twitter's terms of service from time to time in respect of any Content shared in this way.
12. **Linking to and from OnlyFans:**
- a. **Links to OnlyFans:**

You may link to the OnlyFans homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you

must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part.

If you are a Creator, when promoting your Creator account you must comply with our Terms of Service and the terms of service of any other website where you place a link to or otherwise promote your Creator account. When promoting your Creator account, you must not impersonate OnlyFans or give the impression that your Creator account is being promoted by us if this is not the case. You must not promote your OnlyFans account by using Google Ads or any similar advertising platform or search engine advertising service.

- b. Links from OnlyFans: If OnlyFans contains links to other sites and resources provided by third parties, these links are provided for your convenience only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to OnlyFans, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.
- c. Domain Names: In some instances, OnlyFans may allow Creators to register or use domain names that contain the OnlyFans trademark or a confusingly similar term. However, you will not register such a domain name, unless:

The domain name is registered by the Creator.

The domain name redirects to the Creator's OnlyFans profile. Domain names containing the OnlyFans trademark or a confusingly similar term must not direct to any other website, including link aggregators.

The Creator obtains prior written permission from OnlyFans and signs a licensing agreement.

If you would like to register a domain name containing the OnlyFans trademark or a confusingly similar term, please contact support@onlyfans.com. Failing to comply with these provisions or the licensing agreement will be considered a violation of the licensing agreement and may result in OnlyFans filing a domain dispute against the registrant.

- 13. **How do I delete my account?** If you want to delete your OnlyFans account then you may do so in the 'User Account' section of your OnlyFans account.
 - a. If you are a Fan, the deletion of your account will take place within a reasonable time following your request.

- b. If you are a Creator, then once you initiate the "delete account" process your account will remain open until the last day of your Fans' paid Subscription period, following which you will receive your final payment and your account will be deleted.
- c. If you are both a Fan and a Creator then your account will be deleted in two stages (Fan first and then Creator).
- d. Once your account has been deleted you won't be charged any further amounts or have access to your former OnlyFans account or its Content, and any subscriptions will be deleted and cannot be subsequently renewed. You will receive an email confirmation upon the successful deletion of your account. Once your account has been deleted, we may deal with your Content in any appropriate manner in accordance with our [Privacy Policy](#) (including by deleting it) and you will no longer be entitled to access your Content. There is no technical facility on OnlyFans for you to be able to access your Content following termination of your account.

14. **Who is responsible for any loss or damage suffered by you?**

- a. Whether you are a consumer or business User: We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes (i) liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors, and (ii) fraud or fraudulent misrepresentation.
- b. If you are a consumer User: If you are a consumer User, you agree that:

We and our subsidiary companies, employees, owners, representatives, and agents will not be liable to you for any loss of profit, loss of business or revenue, business interruption, loss of business opportunity, or loss of anticipated savings suffered by you arising from or in connection with your use of OnlyFans.

If you are a consumer User and reside in the United States of America, our total liability to you for claims arising out of or related to your agreement with us shall be limited to USD 250 per claim.
- c. If you are a business User: If you are a business User, you agree that:

We and our subsidiary companies, employees, owners, representatives, and agents:

exclude (to the extent permitted by law) all implied conditions, warranties, representations, or other terms that may apply to OnlyFans or any content on it. This means that if the Terms of Service do not expressly include a promise or commitment by us, then one cannot be implied by law;

are not responsible to you for any loss or damage suffered by you that is not a foreseeable result of our breaching the Terms of Service or our failing to use reasonable care and skill. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time you agreed to the Terms of Service, both we and you knew it might happen;

won't be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising out of or in connection with:

your inability to use OnlyFans or any of its services, features or programs; or

your use of or reliance on any content (including Content) stored on OnlyFans;

won't be liable to you for any:

- a. loss of profits;
- b. loss of sales, business, or revenue;
- c. business interruption;
- d. loss of anticipated savings;
- e. loss of business opportunity, goodwill or reputation;
- f. loss of data or information, including any Content; or
- g. indirect or consequential loss or damage;

won't be liable to you for any loss or damage caused by a distributed denial-of-service attack, virus, malware, ransomware, or other technologically harmful material that may infect your computer equipment, computer programs, data, or other proprietary material due to your use of OnlyFans or any of its services, features or programs, or due to your downloading of any material posted on it, or on any website linked to it;

won't be liable to you if your Content is copied, distributed, reposted elsewhere or its copyright is infringed by another User or any third party;

won't be liable to you for any disclosure of your identity, or any disclosure or publication of your personal information by other Users or third parties without your consent (also known as "**doxing**");

won't be liable to you for any failure or delay by us in complying with any part of the Terms of Service arising from events outside our reasonable control. If there is any failure or delay by us in complying with any part of the Terms of Service arising from an event outside our reasonable control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay.

Our total liability to you for any and all claims arising out of or related to your agreement with us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise shall be limited to the greater of:

100% of the total fees paid by you to us in connection with your use of OnlyFans; and
USD 5,000.

15. **General:** You agree that:

- a. If any aspect of your agreement with us is unenforceable, the rest will remain in effect.
- b. If we fail to enforce any aspect of your agreement with us, it will not be a waiver;
- c. We reserve all rights not expressly granted to you.
- d. No implied licenses or other rights are granted to you in relation to any part of OnlyFans, save as expressly set out in the Terms of Service.
- e. Your agreement with us does not give rights to any third parties, except that the exclusions and limitations of liability in section 14 ([Who is responsible for any loss or damage suffered by you?](#)) and the terms in section 16 ([Terms relating to disputes](#)) may be enforced by our subsidiary companies, employees, owners, representatives and agents.
- f. You cannot transfer your rights or obligations under your agreement with us without our prior written consent.
- g. Our rights and obligations under your agreement with us can be assigned or transferred by us to others. For example, this could occur if our ownership changes (as in a merger, acquisition, or sale of assets) or by law. In addition, we may choose to delegate the performance of any of our obligations under your agreement with us to any third party, but we will remain responsible to you for the performance of such obligations.
- h. The Terms of Service form the entire agreement between us and you regarding your access to and use of OnlyFans, and supersede any and all prior oral or written

understandings or agreements between us and you.

16. **Terms relating to disputes – the law which applies to your agreement with us and where disputes and claims concerning your use of OnlyFans (including those arising from or relating to your agreement with us) can be brought:**

- a. For consumers (Fans):

Consumers - Law:

If you are a consumer, your agreement with us is governed by English law and English law will apply to (i) any claim that you have arising out of or in connection with your agreement with us or your use of OnlyFans, and (ii) any claim that we have against you that arises out of or in connection with your agreement with us or your use of OnlyFans (including, in both cases, non-contractual disputes or claims). You will also be able to rely on mandatory rules of the law of the country where you live.

Consumers - where claims must be brought:

If you are a consumer resident in the United Kingdom or the European Union, any claim which you have or which we have arising out of or in connection with your agreement with us or your use of OnlyFans (including, in both cases, non-contractual disputes or claims) may be brought in the courts of England and Wales or the courts of the country where you live.

If you are a consumer resident outside of the United Kingdom or the European Union, any claim which you have or which we have arising out of or in connection with your agreement with us or your use of OnlyFans (including, in both cases, non-contractual disputes or claims) must be brought in the courts of England and Wales.

If you are a Consumer resident in the United States with claims exclusively against Fenix Internet LLC, a wholly-owned subsidiary of Fenix International Limited, located at 1000 N. West Street, Suite 1200, Wilmington, Delaware, 19801, you may pursue your consumer claim in an appropriate case in a court of jurisdiction in Wilmington, Delaware.

- b. For business Users (Creators and Referring Users):

Business Users – Law:

If you are a business User, your agreement with us is governed by English law and English law will apply to (i) any claim that you have

arising out of or in connection with your agreement with us or your use of OnlyFans, and (ii) any claim that we have arising out of or in connection with your agreement with us or your use of OnlyFans (including, in both cases non-contractual disputes or claims), without regard to conflict of law provisions.

Business Users - where claims must be brought:

If you are a business User, you and we agree that the courts of England and Wales shall have exclusive jurisdiction to resolve any dispute or claim (including non-contractual disputes or claims) which you have or which we have arising out of or in connection with your agreement with us (including its subject matter or formation) or your use of OnlyFans.

- c. Limitation period for bringing claims: Except where prohibited by applicable law, any claim or cause of action which you have concerning OnlyFans (including those arising out of or related to your agreement with us) must be filed within one year after the date on which such claim or cause of action arose or the date on which you learned of the facts giving rise to the cause of action (whichever is the earlier), or be forever barred.
17. **Other terms which form part of your agreement with us:** These Terms of Use for all Users govern your agreement with us. Certain other terms or policies forming part of the Terms of Service will also apply to you and form part of your agreement with us, as follows:
- a. [Terms of Use for Fans](#) – which contain additional terms which apply if you use OnlyFans as a Fan;
 - b. [Terms of Use for Creators](#) – which contain additional terms which apply if you use OnlyFans as a Creator;
 - c. [Privacy Policy](#) – which applies to all Users and tells you how we use your personal data and other information we collect about you;
 - d. [Acceptable Use Policy](#) – which applies to all Users and tells you what you can and can't do on OnlyFans;
 - e. [Referral Program Terms](#) – which outline the terms that apply if you participate in the OnlyFans Referral Program;
 - f. [Complaints Policy](#) - which sets out the procedure for making a complaint about any aspect of OnlyFans, and how we will deal with that complaint;
 - g. [Platform to Business Regulation Terms](#) – which contain additional terms which apply to Creators who are established or resident in the European Union or the United Kingdom;

- h. Our [Community Guidelines](#) – which provide additional terms and guidance regarding your interactions with [OnlyFans](#).

If there is any conflict between these Terms of Use for all Users and any of the terms or policies listed at section 17(a) to (h) above, the Terms of Use for all Users will apply to the extent of the conflict.

Last updated: December 2021

TERMS OF USE FOR FANS

BY USING OUR WEBSITE AS A FAN YOU AGREE TO THESE TERMS – PLEASE READ THEM CAREFULLY

1. **Introduction:** These Terms of Use for Fans are additional terms which apply if you use OnlyFans as a Fan (also referred to as "**you**" and "**your**" in these Terms of Use for Fans). These Terms of Use for Fans form part of your agreement with us.
2. **Interpretation:** In these Terms of Use for Fans, defined terms have the same meanings given to them in the [Terms of Use for all Users](#). In addition:
 - a. "**VAT**" means United Kingdom value added tax and any other tax imposed in addition to or in substitution for it at the rate from time to time imposed and any equivalent or similar governmental, state, federal, provincial, or municipal indirect tax, charge, duty, impost or levy in any other jurisdiction; and
 - b. "**Tax**" shall include all forms of tax and statutory, governmental, state, federal, provincial, local government or municipal charges, duties, imposts, contributions, levies, withholdings or liabilities wherever chargeable and whether of the UK or any other jurisdiction.
3. **Other terms which will apply to your use of OnlyFans:** The following terms will also apply to your use of OnlyFans and you agree to them:
 - a. Our [Terms of Use for all Users](#);
 - b. Our [Privacy Policy](#) – which tells you how we use your personal data and other information we collect about you;
 - c. Our [Acceptable Use Policy](#) – which tells you what you can and can't do on OnlyFans;
 - d. Our [Complaints Policy](#) – which sets out the procedure for making a complaint about any aspect of OnlyFans, and how we will deal with that complaint;

- e. The [Standard Contract between Fan and Creator](#) – which does not form part of your agreement with us, but which governs and sets out the terms applicable to each Fan/Creator Transaction you enter into on OnlyFans; and
 - f. Our [Community Guidelines](#) – which provide additional terms and guidance regarding your interactions with [OnlyFans](#).
4. **Other terms which may apply to your use of OnlyFans:** The following additional terms may apply to your use of OnlyFans:
- a. If you are also a Creator, the [Terms of Use for Creators](#) will apply to your use of OnlyFans as a Creator;
 - b. If you are a Creator who is established or resident in the European Union or the United Kingdom, then the [Platform to Business Regulation Terms](#) will also apply to you; and
 - c. If you participate in the OnlyFans referral program, the [Referral Program Terms](#) will apply to your use of the OnlyFans Referral Program.
5. **Your commitments to us:** You warrant (which means you make a legally enforceable promise) that:
- a. you are at least 18 years old;
 - b. if the laws of the country or State/province where you live provide that you can only be legally bound by a contract at an age which is higher than 18 years old, then you are old enough to be legally bound by a contract under the laws of the country or State/province where you live;
 - c. you will provide such other information or verification records as we require.
 - d. you are permitted by the laws of the country or State/province where you are located to join OnlyFans and to view any Content available on it and to use any functionality provided by it; and
 - e. you are able and willing to make payment (where required) to view Content available on OnlyFans which you wish to view and to use any functionality provided by OnlyFans that you wish to use.
6. **Content - general terms:** In addition to the terms set out elsewhere in the Terms of Service (in particular in our [Acceptable Use Policy](#)), the following terms apply to the Content posted, displayed, uploaded or published by you as a Fan on OnlyFans:
- a. You warrant (which means that you make a legally enforceable promise to us) that for each item of Content which you post, display, upload or publish on OnlyFans:

- i. the Content complies in full with the Terms of Service (and in particular our [Acceptable Use Policy](#));
 - ii. you either own your Content (and all intellectual property rights in it) or have a valid license to your Content; and
 - iii. if your Content includes or uses any third-party material, you have secured all rights, licenses, written consents and releases that are necessary for the use of such third-party property in your Content and for the subsequent use and exploitation of that Content on OnlyFans.
 - b. You agree that you will be liable to us and indemnify us if any of the warranties at section 6(a) is untrue. This means you will be responsible for any loss or damage we suffer as a result of any warranty being untrue.
 - c. We are not responsible for and do not endorse any aspect of any Content posted by you or any other User of OnlyFans. We do not have any obligation to monitor any Content and have no direct control over what your Content may comprise.
7. **Adult material:** You acknowledge that you are aware that some of the Content on OnlyFans contains adult material, and you agree to take this into account when deciding where to access and view Content. We will not be responsible to you if you suffer any loss or damage as a result of your accessing or viewing Content containing adult material in a way which places you in breach of any contract you have with a third party (for example, your employment contract) or in breach of any applicable law.
8. **Subscriptions and purchases by Fans:** This section describes the terms which apply to Fan/Creator Transactions:
- a. All Fan/Creator Transactions are contracts between Fans and Creators on the terms of the [Standard Contract between Fan and Creator](#). Although we facilitate Fan/Creator Transactions by providing the OnlyFans platform and storing Content we are not a party to the [Standard Contract between Fan and Creator](#) or any other contract which may exist between a Fan and Creator, and are not responsible for any Fan/Creator Transactions.
 - b. Creators are solely responsible for determining (within the parameters for pricing on OnlyFans) the pricing applicable to Fan/Creator Transactions and the Content to which you may be given access. All prices appear in USD only.
 - c. Fan Payments are exclusive of VAT, which shall be added at the current rate as applicable to Fan Payments.

- d. To be able to enter into a Fan/Creator Transaction with a particular Creator, you must first add a payment card to your account and then click the 'Subscribe' button on the relevant Creator's profile.
- e. You authorize us and our subsidiary companies to supply your payment card details to a third-party payment provider for the purpose of processing your Fan Payment. All Fan Payments will be charged in USD. Your payment card provider may charge you currency conversion fees. We do not have control over currency exchange rates or charges imposed by your payment card provider or bank and we and our subsidiary companies will not be responsible for paying any charges or fees imposed by your payment card provider or bank.
- f. If you choose to provide details of two or more payment cards, then if you try to make a Fan Payment from the first card and the card is rejected for any reason, then the other payment card will be used to collect the full Fan Payment.
- g. The payment provider will take (i) periodic payments from your payment card for Fan Payments which are Subscriptions; and (ii) immediate payments from your payment card for Fan Payments other than Subscriptions (including any tips paid by you to a Creator). You authorize and consent to each of these payments being debited using your supplied payment card details.
- h. Apart from free-trial Subscriptions, all Subscriptions to a Creator's profile will automatically renew at the end of the relevant subscription period, except if your payment card is declined, the subscription price for the Subscription has increased, or you have turned off the "Auto-Renew" switch located on the relevant Creator's profile. This means that if you want to stop subscribing to a Creator's profile and paying continuing monthly subscription charges, you will need to turn off the "Auto-Renew" switch located on the relevant Creator's profile.
- i. If you cancel a Subscription you will continue to be permitted to view the relevant Creator's Content until the end of the subscription period in which you cancelled, after which no further payments will be taken from your payment card in respect of subscriptions to that Creator's profile (unless you choose to pay for a new Subscription to that Creator's profile), and you will no longer be able to view the relevant Creator's Content.
- j. You agree that you will not make unjustified requests for a refund in respect of any Fan/Creator Transaction or tip to a Creator, or unjustified chargeback requests of your payment card provider in relation to any Fan/Creator Transaction or tip to a Creator. If we consider that any request for a refund or chargeback request was made by you in bad faith, we have the right to suspend or delete your User account.

k. **Wallet credits:** You can prepay an amount on OnlyFans (known as "Wallet Credits") which you can later use to make Fan Payments. Purchases on OnlyFans cannot be divided - if you attempt a purchase that costs more than the total amount of your remaining Wallet Credits, your payment card will be charged the full amount for that purchase. Wallet Credits are subject to a maximum amount as determined by us from time to time. Interest will not accrue on Wallet Credits. Wallet Credits are non-refundable, which means that you are not entitled to a refund of any unused Wallet Credits.

9. **Suspension of your User account:** If we suspend your User account in accordance with our rights under the Terms of Service, then any Fan Payments which would otherwise have fallen due during the period of suspension of your User account will be suspended during the period of the suspension of your User account.

Last updated: December 2021

TERMS OF USE FOR CREATORS

BY USING OUR WEBSITE AS A CREATOR YOU AGREE TO THESE TERMS – PLEASE READ THEM CAREFULLY

1. **Introduction:** These Terms of Use for Creators are additional terms which apply if you use OnlyFans as a Creator (also referred to as "you" and "your" in these Terms of Use for Creators). These Terms of Use for Creators form part of your agreement with us.
2. **Interpretation:** In these Terms of Use for Creators, defined terms have the same meanings given to them in the [Terms of Use for all Users](#). In addition:
 - a. **"VAT"** means United Kingdom value added tax and any other tax imposed in addition to or in substitution for it at the rate from time to time imposed and any equivalent or similar governmental, state, federal, provincial, or municipal indirect tax, charge, duty, impost or levy in any other jurisdiction; and
 - b. **"Tax"** shall include all forms of tax and statutory, governmental, state, federal, provincial, local government or municipal charges, duties, imposts, contributions, levies, withholdings or liabilities wherever chargeable and whether of the UK or any other jurisdiction.
3. **Other terms which will apply to your use of OnlyFans:** The following terms will also apply to your use of OnlyFans and you agree to them:
 - a. Our [Terms of Use for all Users](#);

- b. Our [Privacy Policy](#) – which tells you how we use your personal data and other information we collect about you;
 - c. Our [Acceptable Use Policy](#) – which tells you what you can and can't do on OnlyFans;
 - d. Our [Complaints Policy](#) – which sets out the procedure for making a complaint about any aspect of OnlyFans, and how we will deal with that complaint;
 - e. The [Standard Contract between Fan and Creator](#) – which does not form part of your agreement with us, but which governs and sets out the terms applicable to each Fan/Creator Transaction you enter into on OnlyFans; and
 - f. Our [Community Guidelines](#) – which provide additional terms and guidance regarding your interactions with [OnlyFans](#).
4. **Other terms which may apply to your use of OnlyFans:** The following additional terms may apply to your use of OnlyFans:
- a. If you are established or resident in the European Union or the United Kingdom, then the [Platform to Business Regulation Terms](#) will also apply to you;
 - b. If you are also a Fan, the [Terms of Use for Fans](#) will also apply to your use of OnlyFans as a Fan; and
 - c. If you participate in the OnlyFans Referral Program, the [Referral Program Terms](#) will apply to your use of the OnlyFans Referral Program.
5. **What are the fees that we charge Creators for the use of OnlyFans?** We charge a fee to you of twenty per cent (20%) of all Fan Payments made to you (exclusive of any VAT element of the Fan Payment) (called **Our Fee**. The remaining eighty per cent (80%) of the Fan Payment (exclusive of any VAT element of the Fan Payment) is payable to you (called "**Creator Earnings**"). Our Fee includes the costs of providing, maintaining and operating OnlyFans and storing your Content. Our Fee is deducted from the Fan Payment, and Creator Earnings are paid to you in the way described in the [Payouts to Creators](#) section below.
6. **How to set up your account as a Creator account:** To set up your account as a Creator account:
- a. You will need on your User account page to upload a valid form of ID and two photos of you in accordance with the requirements set out [here](#).
 - b. You will need on your User account page to add a bank account or payment details of your bank account or a payment method.
 - c. You will need on your User account page to select one of the available methods provided by OnlyFans as to how your Creator Earnings will be transferred to you. These

- d. If you are registered for VAT in the UK, you will need to provide us with your valid UK VAT number. See the [Promoting Tax compliance and VAT](#) section of these Terms of Use for Creators in relation to UK VAT.
 - e. You may also need to submit additional information depending on the country where you live.
 - f. We may ask you for additional age or identity verification information at any time. We may reject your application to set up a Creator account for any reason, including the reasons stated [here](#).
 - g. Once you have set up your account as a Creator account, then if you want to charge your Fans a monthly subscription fee you will need to set your subscription price for your Fans within the range allowed by OnlyFans as set out [here](#).
 - h. You will then be able to start adding Content and Users will be able to subscribe to your account to become your Fans.
 - i. If you lose access to your account, you can reset your password, but you will need to know the email address used to set up the account to do so. If you do not recall the email address used to set up the account, we may require you to provide identification documents and photos and any additional evidence we may reasonably require to prove your identity.
7. **Personal legal responsibility of Creators:** Only individuals can be Creators. Every Creator is bound personally by the Terms of Service. If you have an agent, agency, management company or other third party which assists you with the operation of your Creator account (or operates it on your behalf), this does not affect your personal legal responsibility. Our relationship is with you, and not with any third party, and you will be legally responsible for ensuring that all Content posted and all use of your account complies with the Terms of Service.
8. **Fan/Creator Transactions:** This section describes the terms which apply to Fan/Creator Transactions:
- a. All Fan/Creator Transactions are contracts between Fans and Creators on the terms of the [Standard Contract between Fan and Creator](#). Although we facilitate Fan/Creator Transactions by providing the OnlyFans platform and storing Content, we are not a party to the [Standard Contract between Fan and Creator](#) or any other contract which may exist between a Fan and Creator, and are not responsible for any Fan/Creator Transaction.

- b. Fan Payments are exclusive of VAT, which shall be added at the current rate as applicable to Fan Payments.
 - c. When you receive confirmation from OnlyFans, either in the 'Statements' page of your User account or by email (or both), that the Fan/Creator Transaction has been confirmed, you must perform your part of such Fan/Creator Transaction (for example, by allowing the Fan to view the Content on your Creator account and/or providing the customised Content paid for by the Fan and/or allowing the Fan to use the fan interaction function paid for (as applicable)). You agree that you will indemnify us for any breach by you of this obligation (which means you will be responsible for any loss or damage (including loss of profit) we suffer as a result of you failing to comply with this obligation).
9. **Content – general terms:** In addition to the terms set out elsewhere in the Terms of Service (in particular in our [Acceptable Use Policy](#)), the following terms apply to the Content posted, displayed, uploaded or published by you as a Creator on OnlyFans:
- a. Your Content is not confidential, and you authorize your Fans to access and view your Content on OnlyFans for their own lawful and personal use, and in accordance with any licenses that you grant to your Fans.
 - b. You warrant (which means that you make a legally enforceable promise to us) that for each item of Content which you post, display, upload or publish on OnlyFans:
 - i. the Content complies in full with the Terms of Service (and in particular our [Acceptable Use Policy](#));
 - ii. you hold all rights necessary to license and deal in your Content on OnlyFans, including in each territory where you have Fans and in the United Kingdom;
 - iii. you either own your Content (and all intellectual property rights in it) or have a valid license to offer and supply your Content to your Fans;
 - iv. if your Content includes or uses any third-party material, you have secured all rights, licenses, written consents and releases that are necessary for the use of such third-party property in your Content and for the subsequent use and exploitation of that Content on OnlyFans; and
 - v. the Content is:
 - 1. of satisfactory quality, taking account of any description of the Content, the price, and all other relevant circumstances including any statement or representation which you make about the nature of the Content on your account or in any advertising;

2. reasonably suitable for any purpose which the Fan has made known to you is the purpose for which the Fan is using the Content; and
3. as described by you.

- c. You agree that you will be liable to us and indemnify us if any of the warranties at section 9(b) is untrue. This means you will be responsible for any loss or damage (including loss of profit) we suffer as a result of any of the warranties being untrue.
- d. We are not responsible for and do not endorse any aspect of any Content posted by you or any other User of OnlyFans. We do not have any obligation to monitor any Content and have no direct control over what your Content may comprise.
- e. You also agree to act as custodian of records for the Content that you upload to OnlyFans.

10. Advertising on OnlyFans:

- a. If you post or upload video Content to your Creator account which is designed to promote, directly or indirectly, a third-party goods, services or image in return for payment, other valuable consideration, or self-promotional purposes (including advertising, sponsorship, and product placement) (together "Advertising Content"), then you must comply with the requirements set out in sections 10(b) and (c) of these Terms of Use for Creators.
- b. Requirements – Advertising Content: You must ensure that any Advertising Content which you post to your Creator account:
 - i. does not:
 1. prejudice respect for human dignity;
 2. include or promote discrimination based on sex, racial or ethnic origin, nationality, religion or belief, disability, age or sexual orientation;
 3. encourage behaviour prejudicial to health or safety;
 4. encourage behaviour grossly prejudicial to the protection of the environment;
 5. cause physical, mental or moral detriment to any person;
 6. directly urge persons to purchase or rent goods or services in a manner which exploits their inexperience or credulity;
 7. directly encourage persons to persuade others to purchase or rent goods or services;

8. exploit the trust of persons in others; or
9. unreasonably show persons in dangerous situations;
- ii. does not advertise cigarettes and other tobacco products, electronic cigarettes and electronic cigarette refill containers, illegal drugs, or any prescription-only medicine;
- iii. does not advertise, promote, or facilitate illegal gambling, and
- iv. in respect of any Advertising Content for alcoholic drinks, is not aimed at minors and does not encourage immoderate consumption of alcohol.
- c. Transparency requirement - Advertising Content: You must declare that any Advertising Content which you post or upload to OnlyFans contains advertising by including the signifier **#ad** in the caption to the Advertising Content before posting or uploading.

11. Co-authored Content:

- a. If you upload Content to your Creator account which shows anyone else other than or in addition to you (even if that person cannot be identified from the Content) ("Co-Authoring Content"), you warrant (which means you make a legally enforceable promise to us) that each individual shown in any Co-Authoring Content uploaded to your account is i) a Creator on OnlyFans; or ii) a consenting adult, and that you have verified the identity and age of each such individual and will provide supporting documents as we may request in our discretion.
- b. You further warrant that you have obtained and keep on record written consent from each individual shown in your Co-Authoring Content that such individual:
 - i. has given his or her express, prior and fully informed consent to his or her appearance in the Co-Authoring Content; and
 - ii. has consented to the Co-Authoring Content in which he or she appears being posted on OnlyFans.
- c. In addition to the confirmations in sections 11(a) and (b) above, you agree that if you upload Co-Authoring Content where the other person or people appearing in the Content maintain a Creator account on OnlyFans, you will tag the OnlyFans account(s) of any person or people appearing in the Co-Authoring Content who can be identified from it.
- d. If any Co-Authoring Content is a work of joint authorship, you are solely responsible for obtaining any required licenses or consents from any other joint authors of the Content which are sufficient to permit such Content to be uploaded to and made available on OnlyFans.

- e. You agree that we will only arrange for Creator Earnings to be paid to the account of the Creator to which the Co-Authored Content is uploaded. The Creator who uploaded the Co-Authored Content is solely responsible for dividing and distributing any revenue generated from the Co-Authored Content between the individuals shown in such Co-Authored Content. Any such revenue-sharing agreement shall be an independent, private agreement between you and such individual(s), and we are not responsible for providing or enforcing any such agreements. You understand and agree that you are not entitled to any Creator Earnings earned on any Co-Authored Content in which you appear but which is posted on another Creator's account. If you post Co-Authored Content on your account, we may require you to provide valid and complete legal information for all individuals which appear in the Co-Authored Content. If you fail to provide any information requested by us upon our request, we may delete the Co-Authored Content, restrict your rights and permissions to post as a Creator, terminate your account, and/or withhold all or any portion of Creator Earnings earned but not yet paid out to you.
- f. You agree to release us from and not to make any claims against us arising from Co-Authored Content. You agree that all claims arising from Co-Authored Content shall be made against the Creator(s) who posted Co-Authored Content or the individual(s) who appeared in the Co-Authored Content (as applicable).

12. Payouts to Creators:

- a. All Fan Payments will be received by a third-party payment provider approved by us.
- b. If you have chosen the Stripe Payout Option, Stripe will collect the Fan Payment and pay the Creator Earnings to your bank account.
- c. Where Stripe is not the Payout Option chosen by you, Our Fee will be deducted from the Fan Payment received and your Creator Earnings will be held by us or one of our subsidiary companies on your behalf.
- d. Your OnlyFans account will be updated within a reasonable time with your Creator Earnings. Your Creator Earnings will become available for withdrawal by you from your OnlyFans account once such Creator Earnings appear in your OnlyFans account.
- e. To make a withdrawal of Creator Earnings from your OnlyFans account, you must have at least the minimum payout amount in your OnlyFans account. Please click on the Banking page on your account to see what the minimum payout amount is for your country of residence and Payout Option.
- f. The amount that you see in your 'current balance' in your OnlyFans account is your Creator Earnings at the relevant time. All Fan Payments and Creator Earnings are transacted in USD only. If you have chosen the "Stripe" Payout Option then the Fan

Payments and Creator Earnings figures will be reflected in your local currency, at an exchange rate controlled by Stripe. Your bank may charge you currency conversion or transfer fees to receive the money. Additionally, your e-wallet company may charge you a fee for accessing the money. We do not have control over currency exchange rates or charges imposed by your bank or your e-wallet company, and we and our subsidiary companies will not be responsible for paying any charges imposed by your bank or your e-wallet company.

- g. If a Fan successfully seeks a refund or chargeback from their credit card provider in respect of a Fan Payment made to you, we may investigate and may decide to deduct from your account an amount equal to the Creator Earnings earned by you on the charged-back or refunded amount.
- h. Except for Payout Options involving payment by direct bank transfer, we do not store any data disclosed by you when you register your Payout Options with a third-party payment provider.

13. Circumstances in which we may withhold Creator Earnings:

- a. We may withhold all or any part of the Creator Earnings due to you but not yet paid out:
 - i. if we think that you have or may have seriously or repeatedly breached any part of the Terms of Service;
 - ii. if you attempt or threaten to breach any part of the Terms of Service in a way which we think has or could have serious consequences for us or another User (including actual or possible loss caused to us or another User); or
 - iii. if we suspect that all or any part of the Creator Earnings result from unlawful or fraudulent activity, either by you or by the Fan who made the Fan Payment resulting in the Creator Earnings,

for as long as is necessary to investigate the actual, threatened or suspected breach by you or the suspected unlawful activity (as applicable). If following our investigation, we conclude that (i) you have seriously or repeatedly breached any part of the Terms of Service; (ii) you have attempted or threatened to breach any part of the Terms of Service in a way which has or could have serious consequences for us or another User (including actual or possible loss caused to us or another User), and/or (iii) the Creator Earnings result from unlawful or fraudulent activity, we may notify you that you have forfeited your Creator Earnings.

- b. We may also withhold all or any part of the Creator Earnings due to you but not yet paid out if we receive notice that you have secured, encumbered, pledged, assigned, or otherwise allowed a lien to be placed on Creator Earnings. We undertake no duty to pay

Creator Earnings to third-party lienholders and may withhold payment of Creator Earnings until the lien has been removed.

- c. We shall not have any responsibility to you if we withhold or forfeit any of your Creator Earnings where we have a right to do so under these Terms of Use for Creators.
- d. If we are withholding all or any part of the Creator Earnings due to you and we determine that part of the Creator Earnings withheld by us is unrelated to breaches by you of the Terms of Service or suspected unlawful or fraudulent activity, then we may arrange for you to be paid the part of the Creator Earnings which we determine to be unrelated to breaches by you of the Terms of Service or suspected unlawful or fraudulent activity. However, you agree that if we consider that your breach(es) of the Terms of Service has or may cause us loss, we may withhold all Creator Earnings due to you but not yet paid and we may set off such amounts against any losses suffered by us.
- e. If once we have finished our investigation we determine that Creator Earnings are forfeited, we will (unless prohibited by law) use our best efforts to ensure that any Fan Payments which resulted in forfeited Creator Earnings are returned to the relevant Fans who paid such Fan Payments.

14. Promoting Tax compliance and VAT:

a. General:

- i. We recommend that all Creators seek professional advice to ensure you are compliant with your local Tax and VAT rules, based on your individual circumstances.
- ii. By using OnlyFans as a Creator, you warrant (which means you make a legally enforceable promise) that you have reported and will report in the future the receipt of all payments made to you in connection with your use of OnlyFans to the relevant Tax authority in your jurisdiction, as required by law.
- iii. By using OnlyFans as a Creator you warrant (which means you make a legally enforceable promise) that you will at all times comply with all laws and regulations relating to Tax which apply to you. If, at any point whilst you have an OnlyFans account, any Tax non-compliance occurs in relation to you (including a failure by you to report earnings or the imposition on you of any penalty or interest relating to Tax) or if any litigation, enquiry, or investigation is commenced against you that is in connection with, or which may lead to, any occurrence of Tax non-compliance, you agree that you will:
 - 1. notify us by email to vat@onlyfans.com in writing within 7 days of the occurrence of the Tax non-compliance or the commencement of the litigation,

enquiry or investigation (as applicable); and

2. promptly provide us by email to vat@onlyfans.com with:
 - a. details of the steps which you are taking to address the occurrence of the Tax non-compliance and to prevent the same from happening again, together with any mitigating factors that you consider relevant; and
 - b. such other information in relation to the occurrence of the Tax non-compliance as we may reasonably require.
- iv. For the avoidance of doubt, you are responsible for your own Tax affairs and we and our subsidiary companies (i) are not responsible for advising you on your Tax affairs and will not be liable in respect of any general information provided on OnlyFans or by support@onlyfans.com in respect of Tax, and (ii) will not be liable for any non-payment of Tax by Creators.
- v. We reserve the right to close your OnlyFans account if we are notified of or become aware of any Tax non-compliance by you.
- b. **UK VAT and UK established Creators:**
 - i. For the purposes of UK VAT only, Creators are treated as providing their services to OnlyFans, rather than to Fans directly.
 - ii. If you are a Creator registered for UK VAT:
 1. You will be treated, for VAT purposes, as charging OnlyFans your Creator Earnings (80% of all and any Fan Payments), together with UK VAT at the prevailing rate in force at the time of the Fan Payment;
 2. OnlyFans also agrees that, subject to the terms set out in this section of these Terms of Use for Creators, you can add UK VAT at the prevailing rate in force at the time of the referral payment to the amount of any referral payments payable to you under the [Referral Program Terms](#) ("Referral Payments").
 3. You agree to use the OnlyFans VAT invoice generator tool which can be found at:
<https://web.archive.org/web/20240806233756/https://onlyfans.com/my/banking/vat/create-document> to generate monthly VAT invoices, addressed to Fenix International Limited, in respect of your Creator Earnings (and Referral Payments, if any) for the relevant period together with the VAT on such Creator Earnings (and Referral Payments, if any);
 4. The VAT element added to your Creator Earnings (and Referral Payments, if any) (the "VAT Amount") will be paid to you by way of a separate payment

outside of your regular Creator Earnings, provided that you must have submitted to us copies of the following before payment of the VAT Amount will be made to you:

- a. your VAT registration number by completing this form <https://web.archive.org/web/20240806233756/https://onlyfans.com/my/banking/vat> ;
 - b. a valid VAT invoice generated and submitted using the OnlyFans VAT invoice generator tool and uploaded using <https://web.archive.org/web/20240806233756/https://onlyfans.com/my/banking/vat/add-documents>; and
 - c. a VAT return made to HM Revenue & Customs, including a value of taxable supplies equal to or greater than the aggregate value of your Creator Earnings (and Referral Payments, if any) for the relevant period. You can find the monthly earning details at <https://web.archive.org/web/20240806233756/https://onlyfans.com/my/stats/earnings>;
- iii. You shall pay the VAT Amount which is paid to you directly to HM Revenue & Customs.
 - iv. If you need any further information or assistance on what is needed in order to receive the VAT Amount you can email vat@onlyfans.com.
 - v. More information on who is required to register for VAT in the UK, and the VAT position for Creators whose earnings are not above the earnings threshold or who are not VAT registered can be found at <https://web.archive.org/web/20240806233756/https://onlyfans.com/help/3/120> and in the following guidance from HM Revenue & Customs in the UK at <https://web.archive.org/web/20240806233756/https://www.gov.uk/vat-registration/when-to-register>.
 - vi. You agree that you will keep copies of all VAT invoices and VAT returns in connection with your earnings from OnlyFans and you will provide us with copies of such documents within 14 days of our written request that you do so. For the avoidance of doubt, it is your obligation to comply with all provisions of VAT legislation and make, give, obtain, maintain and keep accurate, complete and up-to-date records, invoices, accounts and other documents required for the purposes of the VAT legislation.

- vii. If you are a Creator in the UK who is not required to register for UK VAT, then you should monitor the level of taxable sales that you make in the UK (including any Referral Payments) to ensure you have not exceeded the VAT registration threshold in the UK. It is your obligation, as a taxable person, to monitor whether you have exceeded the VAT registration threshold.
- viii. We do not monitor earnings that Creators receive from other income sources. However, we will monitor the annual earnings of UK Creators on our platform, and if you are not already VAT registered and your earnings exceed the VAT registration threshold, you will receive a notification from us asking you to register for VAT. If you receive such a VAT registration notification, you agree to register for VAT as soon as possible and to send your VAT registration number to us at vat@onlyfans.com, within 6 weeks of such notification. Failure to do so may result in your OnlyFans account being closed.

Last updated: December 2021

ACCEPTABLE USE POLICY

BY USING OUR WEBSITE YOU AGREE TO THIS POLICY – PLEASE READ IT CAREFULLY

This Policy applies to your use of OnlyFans and all Content on OnlyFans and forms part of your agreement with us. This Policy sets out what is and is not permitted on OnlyFans.

In this Policy, defined terms have the same meanings as in our [Terms of Use for all Users](#).

1. **Do not** use OnlyFans except for your own personal use and do not sell, rent, transfer, or share your account or any Content obtained from your use of OnlyFans to or with anyone else.
2. **Only** use OnlyFans in a manner and for a purpose that is lawful.
3. **Do not** upload, post, display, or publish Content on OnlyFans that is illegal, fraudulent, defamatory, hateful, discriminatory, threatening or harassing, or which encourages or promotes violence or any illegal activity.
4. **Do not** use OnlyFans in any way which may exploit, harm, or attempt to exploit or harm any individual under 18 years old, for example by exposing them to inappropriate Content.
5. **Do not** upload, post, display, or publish Content on OnlyFans that:
 - a. shows, includes or refers to:
 - i. any individual under 18 years old (or which refers to individuals under 18 years old generally); or

- ii. any other individual unless you have written documentation which confirms that all individuals shown or included or referred to in your Content are at least 18 years old, and you have a written consent from each individual to use their name or images (or both) in the Content;
- b. shows, promotes, advertises or refers to:
 - i. firearms, weapons, or any goods whose sale, possession or use is subject to prohibitions or restrictions;
 - ii. drugs or drug paraphernalia;
 - iii. self-harm or suicide;
 - iv. incest;
 - v. bestiality;
 - vi. violence, rape, lack of consent, hypnosis, intoxication, sexual assault, torture, sadomasochistic abuse or hardcore bondage, extreme fisting, or genital mutilation;
 - vii. necrophilia;
 - viii. urine, scatological, or excrement-related material;
 - ix. "revenge porn" (being any sexually explicit material featuring any individual who has not given prior, express and fully informed consent to that material (a) being taken, captured, or otherwise memorialized, or (b) being posted and shared on OnlyFans);
 - x. escort services, sex trafficking, or prostitution;
- c. contains unsolicited sexual content or unsolicited language that sexually objectifies another User or anyone else in a non-consensual way, or contains fake or manipulated sexual content in relation to another User or anyone else (including "deepfakes");
- d. contains, promotes, advertises or refers to hate speech (being Content intended to vilify, humiliate, dehumanize, exclude, attack, threaten, or incite hatred, fear of, or violence against, a group or individual based on race, ethnicity, national origin, immigration status, caste, religion, sex, gender identity or expression, sexual orientation, age, disability, serious disease, veteran status, or any other protected characteristic);
- e. contains or refers to anyone else's personal data or private or confidential information (for example, telephone numbers, location information (including street addresses and GPS coordinates), names, identity documents, email addresses, log-in credentials for OnlyFans including passwords and security questions, financial information including

bank account and credit card details, biometric data, and medical records) without that person's express written consent;

f. either:

- i. in the case of Content featuring public nudity, was recorded in or is being broadcast from a country, State or province where public nudity is illegal; or
- ii. in the case of Content featuring sexual activities, was recorded in or is being broadcast from a public place where members of the public are reasonably likely to see the activities being performed (this does not include outdoor places where members of the public are not present, for example private property such as a private backyard, or secluded areas in nature where members of the public are not present).

g. gives the impression that it comes from or is approved, licensed or endorsed by us or any other person or company;

h. causes or is calculated to cause inconvenience, or anxiety to anyone else or which is likely to upset, embarrass, or cause serious offence to anyone else;

i. is used or is intended to be used to extract money or another benefit from anyone else in exchange for removal of the Content; and/or

j. involves or promotes third-party commercial activities or sales, such as contests, sweepstakes and other sales promotions, product placements, advertising, or job posting or employment ads without our prior express consent.

6. You must comply with any requirements set out in our [Community Guidelines](#). Our Community Guidelines can be found [here](#).

7. **Do not** use OnlyFans to stalk, bully, abuse, harass, threaten or intimidate anyone else.

8. **Do not** use OnlyFans to engage in misleading or deceptive conduct, or conduct that is likely to mislead or deceive any other User.

9. Respect the intellectual property rights of Creators, including by not recording, reproducing, sharing, communicating to the public or otherwise distributing their Content without authorization.

10. **Do not** do anything that violates our or someone else's rights, including intellectual property rights (examples of which are copyright, trademarks, confidential information, and goodwill), personality rights, unfair competition, privacy, and data protection rights.

11. **Do not** impersonate us, one of our employees, another User, or any other person or company or falsely state or suggest any affiliation, endorsement, sponsorship between you

12. **Do not** provide false account registration information or make unauthorized use of anyone else's information or Content.
13. **Do not** post or cause to be posted any Content which is spam, which has the intention or effect of artificially increasing any Creator's views or interactions, or which is otherwise inauthentic, repetitive, misleading or low quality.
14. **Do not** transmit, stream, or otherwise send any pre-recorded audio or video material during a live stream or otherwise attempt to pass off recorded material as a live stream.
15. **Do not** use other media or methods (for example the use of codewords or signals) to communicate anything which violates this Policy.
16. **Do not** reproduce, print, distribute, attempt to download, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any Content, except as permitted under the Terms of Service.
17. **Do not** knowingly introduce any viruses, trojans, worms, logic bombs or other material into Content which is or may be malicious or technologically harmful.
18. **Do not** decompile, disassemble, reverse engineer, or otherwise attempt to discover or derive the source code of OnlyFans.
19. **Do not** use OnlyFans in a way that could adversely affect our systems or security or interfere with any other User's use of OnlyFans, including their ability to engage in real-time activities through OnlyFans.
20. **Do not** use any automated program, tool or process (such as web crawlers, robots, bots, spiders, and automated scripts) to access OnlyFans or any server, network or system associated with OnlyFans, or to extract, scrape, collect, harvest or gather Content or information from OnlyFans.
21. **Do not** use OnlyFans' name, logo or any related or similar names, logos, product and service names, designs, or slogans other than in the limited ways which are expressly permitted in the Terms of Service or with our prior written agreement.

Breaches of this Policy may lead to your account being suspended or terminated, and access to your earnings being revoked, as set out in the Terms of Service.

Last updated: December 2021

REFERRAL PROGRAM TERMS

WARNING!

In compliance with regulation 3 of the Trading Scheme Regulations 1997 (as amended) and section 120(1) of the Fair Trading Act 1973, please read the warning below in respect of the OnlyFans Referral Program:

It is illegal for us or for a participant in the OnlyFans Referral Program (including Referring Users and Referred Creators) to persuade anyone to make a payment by promising benefits from getting others to join the OnlyFans Referral Program.

Do not be misled by claims that high earnings are easily achieved from participation in the OnlyFans Referral Program.

Although we do not demand any payment from Referring Users for the purposes of participating in the OnlyFans Referral Program, we are legally required to inform you that if you sign this contract, you have 14 days in which to cancel and get your money back.

1. **Introduction:** These Referral Program Terms are additional terms which apply if you use the OnlyFans Referral Program. These Referral Program Terms form part of your agreement with us.
2. **Interpretation:** In these Referral Program Terms defined terms have the same meanings given to them in the [Terms of Use for all Users](#). In addition:
 - a. "Referring User" is also referred to as "you" or "your" in these Referral Program Terms;
 - b. "Referred Creator" means the person who joins OnlyFans as a Creator via the Referring User's unique referral link.
3. **What is the OnlyFans Referral Program?** OnlyFans offers a referral program by which existing Users can introduce people who are interested in becoming Creators to OnlyFans and receive referral payments from OnlyFans which are calculated and limited as described in these Referral Program Terms.

The OnlyFans Referral Program is operated by Fenix International Limited. We are a limited company registered in England and Wales, with company registration number 10354575 and we have our registered office address at 9th Floor, 107 Cheapside, London, EC2V 6DN.

4. **The rules of the OnlyFans Referral Program:**
 - a. Only Users of OnlyFans with a current User account can participate in the OnlyFans Referral Program. If a User's account has been suspended or terminated by us for any

reason or deleted by the User, that User will not be eligible to participate in the OnlyFans Referral Program.

- b. You will need on your User account page to add a bank account or a payment method details of your bank account or a payment method in order to receive referral payments under the OnlyFans Referral Program.
- c. Each User has a unique referral link (which can be accessed via the User's User account) which the User may share with others. When sharing your unique referral link you must not impersonate OnlyFans or give the impression that your referral link is being shared or promoted by us. You must not use Google Ads or any similar advertising platform or search engine advertising service to share or promote your unique referral link. Upon our request, you must disclose the methods by which you share your unique referral link in the Bio/Website field of your OnlyFans account.
- d. The Referred Creator must click on your unique referral link and then register with OnlyFans using the same browser that they used to click on your unique referral link. If someone registers with OnlyFans other than by using your unique referral link, we will not link that account to your referral and no referral payments will be made to you.
- e. The Referred Creator must not have opened a User account with OnlyFans (whether under the same name or another name) before clicking on your unique referral link. If the Referred Creator is currently or has previously been a User of OnlyFans no referral payments will be made to you for the referral.
- f. If the Referred Creator sets up more than one User account referral payments will be made to you on the earnings made by the Referred Creator from their first User account only. No referral payments will be made to you on any further User accounts set up by the Referred Creator.
- g. No referral payments will be made to you on any referral of a Referred Creator which we determine is owned or operated by you, or is in a commercial relationship with you. You will provide any information which we request to enable us to determine whether the Referred Creator is owned or operated by you or if there is a commercial relationship between you and the Referred Creator.
- h. You agree that when promoting OnlyFans in any way as a Referring User:
 - you will not give a false impression of OnlyFans, the services, programs, and content (including Content) made available through OnlyFans, its Users or the Terms of Service; and
 - you will not make any statements which suggest to a potential Creator that the potential Creator will make a particular sum of money (or any money) from their

use of OnlyFans, or any statements regarding the likely number of Fans.

5. Referral payments:

- a. **How are referral payments calculated?** Once a Referred Creator has become a registered User of OnlyFans in accordance with the rules of the OnlyFans Referral Program described above, the Referring User will be paid a referral payment equal to five per cent (5%) of Fan Payments generated by the Referred Creator in the twelve months after the date on which the Referred Creator becomes a registered User of OnlyFans, up to a maximum referral payment by OnlyFans to the Referring User of US\$50,000 per Referred Creator.

This means that if a Referred Creator generates Fan Payments with a total value of US\$1 million or more in the twelve months after the date on which that Referred Creator becomes a registered User of OnlyFans, then the Referring User's referral payments in relation to that Referred Creator will be capped at US\$50,000 in total. However, if the Referred Creator generates Fan Payments with a total value of less than US\$1 million in the twelve months after the date on which that Referred Creator becomes a registered User of OnlyFans, then the Referring User will be paid five per cent (5%) of the Fan Payments generated by that Referred Creator in the twelve months after the date on which the Referred Creator becomes a registered User of OnlyFans, following which no further referral payments will be made to the Referring User in respect of that Referred Creator.

For all referrals made prior to 1 May 2020, referral payments will be made to the relevant Referring Users until 1 May 2021 or until US\$50,000 has been paid out to the Referring User on the referral, whichever occurs first.

- b. **VAT:** If you are a Referring User you should know that all referral payments payable to you by us will be inclusive of any VAT (as defined in the [Terms of Use for Creators](#)) which is or becomes chargeable on any supplies made by you, except as provided for in the " [Promoting Tax compliance and VAT](#)" section of the [Terms of Use for Creators](#).
- c. **Warning:** In compliance with regulation 3 of the Trading Scheme Regulations 1997 (as amended) and section 120(1) of the Fair Trading Act 1973, please read the warning below in respect of the OnlyFans Referral Program:

It is illegal for us or for a participant in the OnlyFans Referral Program (including Referring Users and Referred Creators) to persuade anyone to make a payment by promising benefits from getting others to join the OnlyFans Referral Program. Do not be misled by claims that high earnings are easily achieved from participation in the OnlyFans Referral Program.

- d. **Choosing a payout method to receive referral payments:** In order to be able to receive referral payments you must first choose one of the payout methods provided by OnlyFans in your country of residence. These methods are called "Payout Options".
- e. **How frequently are referral payments made?** The referral payment due to you on Fan Payments made to the Referred Creator in a calendar month will be transferred to you on or around the first day of the next calendar month (which means, for example, that referral payments due to you in respect of Fan Payments made to the Referred Creator in February shall be paid to you on or around 1 March).
- f. **Who bears the cost of the referral payment?** The cost of the referral payment is borne by us, not the Referred Creator.

6. Our rights relating to the referral program.

- a. If referral payments have been made incorrectly then we have the right to recover the wrongly paid sums from the User to whom the wrongly paid sums have been paid.
- b. We may request you or Referred Creators (or both) to provide us with ID and other information reasonably required by us to verify any referral payment to be made and the person to whom any referral payment should be made. Failure to provide any information requested by us may lead to you losing your entitlement to referral payments in respect of the relevant Referred Creator.
- c. We may change any aspect of the OnlyFans Referral Program (including how referral payments are calculated) or discontinue the OnlyFans Referral Program at any time, but no change will deprive any Referring User of referral payments already earned based on Fan Payments made to Referred Creators before the changes came into effect.

7. Circumstances in which we may withhold referral payments:

- a. We may withhold all or any part of the referral payments due to you but not yet paid out:
 - if we think that you have or may have seriously or repeatedly breached any part of the Terms of Service;
 - if you attempt or threaten to breach any part of the Terms of Service in a way which has or could have serious consequences for us or another User (including actual or possible loss caused to us or another User); or
 - if we suspect that all or any part of the referral payments due to you result from unlawful or fraudulent activity, either by you, by the Fan who made the Fan Payment to the Referred Creator which resulted in the referral payment, or by the Referred Creator to whom the Fan Payment was made which resulted in the referral payment,

for as long as is necessary to investigate the actual, threatened or suspected breach(es) by you or the suspected unlawful or fraudulent activity (as applicable). If following our investigation, we conclude that (i) you have seriously or repeatedly breached any part of the Terms of Service; (ii) you have attempted or threatened to breach any part of the Terms of Service in a way which has or could have serious consequences for us or another User (including actual or possible loss caused to us or another User), and/or (iii) all or any part of referral payments due to you result from unlawful or fraudulent activity, we may notify you that you have forfeited all or any part of your referral payments.

- b. We may also withhold all or any part of the referral payments due to you but not yet paid out if we receive notice that you have secured, encumbered, pledged, assigned, or otherwise allowed a lien to be placed on, referral payments. We undertake no duty to pay referral payments to third-party lienholders and may withhold payment of Creator Earnings until the lien has been removed.
- c. We shall not have any responsibility to you if we withhold or forfeit any payment due to you under the OnlyFans Referral Program where we have a right to do so under these Referral Program Terms.
- d. If we are withholding all or any part of the referral payments due to you and we determine that part of the referral payments withheld by us is unrelated to breaches by you of the Terms of Service or suspected unlawful or fraudulent activity, then we may arrange for you to be paid the part of the referral payments which is unrelated to breaches by you of the Terms of Service or suspected unlawful or fraudulent activity. However, you agree that if we consider that your breach(es) of the Terms of Service has or may cause us loss, we may withhold all referral payments due to you but not yet paid and we may set off such amounts against any losses suffered by us.

Last updated: December 2021

COMPLAINTS POLICY

1. **Introduction:** This document set out our complaints policy. If you are a User of OnlyFans, this Complaints Policy forms part of your agreement with us.
2. **Who we are and how to contact us:** OnlyFans is operated by Fenix International Limited. We are a limited company registered in England and Wales, with company registration number 10354575 and we have our registered office address at 9th Floor, 107 Cheapside, London, EC2V 6DN.
3. **Interpretation:** In this Complaints Policy, defined terms have the same meanings given to them in the [Terms of Use for all Users](#). In addition, the term "**business days**" means any day

which is not a Saturday, Sunday or public holiday in England.

4. **Who can use this Complaints Policy?** Whether or not you are a User of OnlyFans, you can use this Complaints Policy to alert us to any complaint which you have relating to OnlyFans.
5. **How to make a complaint:** If you have a complaint about OnlyFans (including any complaint about Content appearing on OnlyFans or the conduct of a User), please send your complaint to support@onlyfans.com including your name, address, contact details, a description of your complaint and, if your complaint relates to Content, the URL for the Content to which your complaint relates.

If you are unable to contact us by email, please write to us at the following address: 9th Floor, 107 Cheapside, London, EC2V 6DN.

6. **How we will deal with complaints of illegal or non-consensual Content:** Following receipt of your complaint of illegal or non-consensual Content under section 5 above:
 - a. we will take such steps as we consider to be appropriate to investigate your complaint within a timescale which is appropriate to the nature of your complaint;
 - b. if we require further information or documents from you, we will contact you to let you know;
 - c. we will in good faith investigate your complaint within seven (7) business days;
 - d. if we are satisfied that the Content is unlawful or non-consensual, we will immediately remove such Content, and we will notify you of our decision by email or other electronic message;
 - e. if we are satisfied that the Content is not unlawful or non-consensual, we will notify you of our decision by email or other electronic message.

Any dispute regarding our determination that Content is non-consensual will be submitted by us to a neutral arbitration association at our expense.

7. **How we will deal with complaints related to copyright infringement:** Complaints related to copyright infringement must be submitted in accordance with our [DMCA Policy](#), and we will respond to copyright infringement complaints as set out in such policy.
8. **How we will deal with other complaints:** Following receipt of other complaints (including complaints related to other breaches of our Acceptable Use Policy) under section 5 above:
 - a. we will take such steps as we consider to be appropriate to investigate your complaint within a timescale which is appropriate to the nature of your complaint;

- b. if we require further information or documents from you, we will contact you to let you know;
 - c. we will in good faith take such actions as we consider appropriate to deal with the issue which your complaint has raised. If you have complained about Content which appears on OnlyFans and we are satisfied that the Content otherwise breaches our [Acceptable Use Policy](#), we will act quickly to remove such Content;
 - d. we are not obligated to inform you of the outcome of your complaint.
9. **Unjustified or abusive complaints:** If you are a User of OnlyFans, you warrant (which means you make a legally enforceable promise) that you will not make any complaint under this Complaints Policy which is wholly unjustified, abusive, or made in bad faith. If we determine that you have breached this warranty, we may suspend or terminate your User account.

Last updated: December 2021

PLATFORM TO BUSINESS REGULATION TERMS

1. **Introduction:** These Platform to Business Regulation Terms form part of the Terms of Service.
2. **Interpretation:** In these Platform to Business Regulation Terms, unless otherwise stated, defined terms have the same meanings given to them in the [Terms of Use for all Users](#).
3. **Do these Platform to Business Regulation Terms apply to me?** These Platform to Business Regulation Terms only apply to Creators who are established or resident in the European Union or the United Kingdom (also referred to as "**you**" and "**your**"). If these Platform to Business Regulation Terms apply to you, they form part of your agreement with us.
4. **What do these Platform to Business Regulation Terms include?** These Platform to Business Regulation Terms provide information about our practices to comply with the fairness and transparency requirements set out in EU Regulation 2019/1150 (the "**Platform to Business Regulation**").
5. **Promoting Creators via other distribution channels:** We may choose to promote you via our Instagram (www.instagram.com/onlyfans) and Twitter (www.twitter.com/onlyfans) social media accounts.
6. **Ranking on OnlyFans:** We randomly suggest potential Creators for a User to follow based on the Creators that have earned money on OnlyFans in the previous 30 days. We have no ranking system. There is no search/discovery feature on OnlyFans.
7. **Complaints:** If you have a complaint about:

- a. any alleged non-compliance by us with any obligations laid down in the Platform to Business Regulation which affect you; or
- b. technological issues relating directly to OnlyFans and which affect you; or
- c. measures taken by us or our conduct which relate directly to OnlyFans and which affect you,

then please submit your complaint to support@onlyfans.com.

8. **Complaint-handling process:** Following receipt of your complaint under section 7 above, we will:

- a. consider your complaint and the follow-up which we may need to give to your complaint (including asking you for further information or documents) in order to adequately address the issue raised;

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and complexity of the issue raised; and

Contact



- c. communicate to you in plain and intelligible language by email or by message to your OnlyFans account the outcome of the internal complaint-handling process.

Privacy

Complaints Policy

9. **Mediation service:** If your complaint under section 7 above is not resolved to your satisfaction through our internal complaint-handling process as set out in section 8 above, then you may access the mediation service by contacting:

Cookie Notice

DMCA

USC 2257

Standard Contract between Fan and Creator

Centre for Effective Dispute Resolution
International Dispute Resolution Centre

OnlyFans Safety & Transparency Center

Anti-Slavery and Anti-Trafficking Statement

P2B Panel of Mediators

Acceptable Use Policy

70 Fleet Street

London

EC4Y 1EU

United Kingdom

<https://web.archive.org/web/20240806233756/https://www.cedr.com/p2bmediation/>

You and we will act in good faith throughout any mediation. However, any attempt to reach agreement through mediation on the settlement of a dispute between us will not affect our or your rights to commence legal proceedings at any time before, during or after the mediation process, as such rights are set out in our [Terms of Use for all Users](#).

Last updated: November 2021

EXHIBIT B

The Wayback Machine - <https://web.archive.org/web/20180323195358/https://onlyfans.com/terms/>



(/web/20180323195358/https://onlyfans.com/)

TERMS OF SERVICE

(Last amended: 01/21/18)

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1. About

1.1 OnlyFans accessed at [www.onlyfans.com \(/web/20180323195358/https://onlyfans.com/\)](https://www.onlyfans.com/) ("**OnlyFans** or the **Website**") is a social media website and application service that allows users to upload photos and videos to their profile, setting a monthly subscription price and therefore earning money from any paying subscribers ("**Fans**"). OnlyFans is operated by Fenix International Limited, with company registration number: 10354575 and registered address: Deep Roofs Hay Green Lane, Hook End, Brentwood, England, CM15 0NX.

1.2 These Terms of Service, together with our Privacy Policy ("**Terms**"), govern your use of OnlyFans, including any content, functionality, and services offered on or through the Website. By registering with and using OnlyFans, you hereby accept and agree to be bound by and abide by these Terms. If you do not want to agree to these Terms, you must not access or use the Website.

1.3 This Website is offered and available to users who are 18 years of age or older. By using this Website, you represent and warrant that you are of legal age to form a binding contract with us and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

1.4 We reserve the right to make changes to these Terms at any time and at our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Website thereafter. By continuing to use OnlyFans after such notice, you agree to these Terms as modified. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

1.5 By using OnlyFans you consent to receiving communications from us electronically, including emails and messages posted to your OnlyFans account. You acknowledge and agree that all communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. If you wish to withdraw our consent to receiving communications from us at any time, please email support@onlyfans.com, notifying us of your withdrawal of consent.

1.6 We do not own User Content on OnlyFans and views expressed by Users on OnlyFans do not represent the views of OnlyFans. All User Content transactions and interactions on OnlyFans are between Users and at no point does OnlyFans become a party to any transaction or interaction between Users.

1.7 We reserve the right at any time and without notice to:

- 1.7.1 modify, suspend or terminate OnlyFans or any portion thereof;
- 1.7.2 restrict, limit, suspend or terminate your access to OnlyFans or any portion thereof;
- 1.7.3 delete any content you post on OnlyFans;
- 1.7.4 monitor your use of OnlyFans (including any content or message you post or broadcast on OnlyFans) to verify compliance with these Terms and/or any applicable law;
- 1.7.5 investigate any suspected or alleged misuse or unlawful use of OnlyFans and cooperate with law enforcement in such investigation; and
- 1.7.6 disclose information about your use of OnlyFans in connection with law enforcement investigation of any suspected or alleged illegal activity, or in response to a lawful court order.

1.8 From time to time, we may restrict access to some parts of the Website, or the entire Website, to Users.

2. How It Works

2.1 OnlyFans is a social media platform that lets you create a user profile, which in turn allows you to:

- 2.1.1 upload and post photos and videos for access by your Fans; and/or
- 2.1.2 subscribe to another User's profile to view their otherwise restricted photos and videos.

2.2 The term "User" refers to all users, whether using the site to earn money or to subscribe to others.

2.3 The term "User Content" means any and all media uploaded by users.

3. Account Registration

3.1 To register and create an account on OnlyFans, you must provide a valid email address, a username, and a password or a valid Twitter account. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete.

3.2 You agree that all information you provide to register with this Website or otherwise, including but not limited to through the use of any interactive features on the Website, is governed by our Privacy Policy at [https://onlyfans.com/privacy \(/web/20180323195358/https://onlyfans.com/privacy\)](https://onlyfans.com/privacy (/web/20180323195358/https://onlyfans.com/privacy)), and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

3.3 If you are looking to subscribe to other profiles you will need to add a payment card. When adding a payment card, your card information is stored by Stripe; or if you are subscribing to a profile containing sexually explicit content, your card information is stored by Securion Pay. OnlyFans does not store any payment card information.

3.4 If you are looking to earn money from other users subscribing to your profile, you will need to add a bank account and upload a valid form of ID. You may also need to submit additional legal information (the exact information required will depend on your country). Your earnings will be paid into your bank account, either via one of our payout processors (Stripe, Dwolla or First Choice Pay) or via direct bank wire (only on request and approval by OnlyFans). With exception to those users seeking payment via direct bank wire, OnlyFans does not store any bank account information, which is stored by our by our third party payout processors.

3.5 By registering on OnlyFans, you confirm that:

- 3.5.1 all account registration, profile information and content you provide is your own information and the content is truthful and accurate;
- 3.5.2 if you previously had an account with OnlyFans, your old account was not terminated or suspended by OnlyFans for violation of these Terms; and
- 3.5.3 you register on OnlyFans for your own personal use and you will not sell, rent or transfer your account to any third party.

3.6 You are fully responsible for any and all activities that occur on your account and you are responsible for keeping your login details confidential and secure. You agree to not disclose these details to any other person or entity and immediately notify us at support@OnlyFans.com if you believe someone has used or is using your account without your permission or if your account has been subject to any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

3.7 We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms.

4. Subscriptions and Purchases

4.1 To access another User's content on OnlyFans, you must first add a payment card to your account and then click the 'Subscribe' button on that User's profile. All purchases are final and non-refundable. However, you may cancel your subscription at any time, which will allow you to access the User's profile until the end of the existing billing period, where you will lose access to the content and not be re-billed.

5. Refunds

5.1 All purchases made on OnlyFans.com are final and non-refundable. You are entitled to cancel any subscription, for any reason and at any time, thereby ensuring that you will not be billed again for that subscription.

5.2 However, any purchase made on OnlyFans and subsequently subject to a chargeback will result in the User's account being immediately and permanently excluded from OnlyFans.

6. Twitter

6.1 OnlyFans allows Users to connect a Twitter account and to post auto-tweets. By using this feature, you must fully comply with and respect Twitter's Terms of Service, which can be read in full here: <https://twitter.com/tos> (<https://web.archive.org/web/20180323195358/https://twitter.com/tos>)

7. Account Deactivation

7.1 Should you wish to deactivate your OnlyFans account, please contact OnlyFans customer support at support@OnlyFans.com to submit your deactivation request. We will deactivate your account within 10 working days after receiving your request.

8. Intellectual Property Rights

8.1 Other than User Content, the Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof), are owned by us, our licensors, or other providers of such material and are protected by international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

8.2 You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on the Website, except as follows:

- 8.2.1 your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials;
- 8.2.2 you may store files that are automatically cached by your Web browser for display enhancement purposes; and
- 8.2.3 you may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication, or distribution.

8.3 If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website in breach of the Terms, your right to use the Website will stop immediately and you must, at our option, return or destroy any copies of the materials you have made.

8.4 Other than User Content, no right, title, or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by us. Any use of the Website not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark, and other laws.

8.5 The OnlyFans name, logo and all related names, logos, product and service names, designs, and slogans are trademarks of ours or our affiliates or licensors. You must not use such marks without our prior written permission. All other names, logos, product and service names, designs, and slogans on the Website are the trademarks of their respective owners.

9. License

9.1 Subject to all of the terms, conditions, limitations and restrictions contained in these Terms, we grant to you a conditional, revocable, non-transferable, non-sublicensable, non-exclusive licence to use our website and to download and install a single copy of the OnlyFans app on your mobile device for your own lawful and personal use only. You acknowledge and agree that the foregoing license may be revoked and terminated by us at any time and for any reason (including, without limitation, if you violate these Terms or any applicable law). Any use of OnlyFans other than as expressly permitted by these Terms is strictly prohibited. All rights not expressly granted herein are reserved by us.

9.2 We do not warrant that OnlyFans is compatible with all devices and operating systems. It is your sole responsibility to determine whether or not OnlyFans is compatible with your device. From time to time we may make updates to OnlyFans and will make such updates available through the website and/or applicable app store (Apple iTunes for iOS devices, or Google Play for Android devices).

10. Acceptable Use

10.2.1 We require that all Users respect and comply with the Terms below, at all times, when using OnlyFans.

10.2.2 You may not:

- 10.2.1 use OnlyFans other than for your own lawful and personal use in accordance with these Terms;
- 10.2.2 impersonate us, one of our employees, another User, or any other person or entity or falsely state, suggest or otherwise misrepresent affiliation, endorsement, sponsorship between you and any other person or entity;
- 10.2.3 falsify account registration information, or make unauthorized use of another's information or content;
- 10.2.4 use OnlyFans in any manner or for any purpose that is illegal or unlawful, including engaging in any activity that violates any right of any person or entity;
- 10.2.5 copy, reproduce, distribute, modify, or create derivative works from, any portion of OnlyFans without our express written permission;
- 10.2.6 use OnlyFans for the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise;
- 10.2.7 transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter", "spam", or any other similar solicitation;
- 10.2.8 engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm us or Users of the Website or expose them to liability;
- 10.2.9 create, upload, post, display, publish or distribute User Content that:
 - (a) is obscene, illegal, fraudulent, defamatory, libelous, hateful, discriminatory, threatening or harassing;
 - (b) violates another's copyright, trademark, right of privacy, right of publicity, or other property or personal right (for example, using the name, likeness, image or other identity of another without proper consent);
 - (c) promotes or advertises escort services;
 - (d) promotes or advertises firearms or other weapons, tobacco, drugs, or drug paraphernalia;
 - (e) promotes any illegal activity, or advocates, promotes, or assists any unlawful act;
 - (f) causes annoyance, inconvenience, or needless anxiety or is likely to upset, embarrass, alarm, or annoy any other person;

(g) involves commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter, or advertising;

(h) gives the impression that it emanates from or is endorsed by us or any other person or entity, if this is not the case;

- 10.2.10 remove, erase, modify or tamper with any copyright, trademark or other proprietary rights notice that is contained in any User Content that you do not own;
- 10.2.11 use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website;
- 10.2.12 decompile, disassemble, reverse engineer, or otherwise attempt to discover or derive the source code of OnlyFans;
- 10.2.13 interfere in any way with the operation of OnlyFans or any server, network or system associated with OnlyFans, including, without limitation: hacking, mail-bombing, flooding, overloading, or making "denial of service" attacks; probing, scanning or testing the vulnerability of the app or any server, network or system associated with the app; breaching or circumventing firewall, encryption, security or authentication routines; accessing information not intended for you, or accessing another user's account that you are not expressly authorized to access;
- 10.2.14 use OnlyFans for any unauthorized purpose, including, without limitation, for purposes of building a competitive product or service, monitoring the app's availability, performance or functionality, or for any other competitive purposes;
- 10.2.15 use any automated program, tool or process (including without limitation, web crawlers, robots, bots spiders, and automated scripts) to access OnlyFans or any server, network or system associated with OnlyFans, or to extract, collect, harvest or gather content or information from OnlyFans; or
- 10.2.16 make any other use of OnlyFans that violates these Terms or any applicable law.

10.3 Any content posted that is reported by another User or OnlyFans, and that is deemed unacceptable by OnlyFans, will be deleted and the User notified via email. Users who repeatedly violate our Acceptable Use policy may be deactivated. If we become aware that an OnlyFans User is underage, we will promptly deactivate that User's account and delete all information and content of that User from OnlyFans. If you are a parent or legal guardian and become aware that your minor-child has registered on OnlyFans, please immediately notify us at support@OnlyFans.com.

10.4 By registering an account with OnlyFans, you represent and warrant that:

- 10.4.1 you are at least 18 years of age;
- 10.4.2 you will fully comply with these Terms;
- 10.4.3 you accept full responsibility for the use of OnlyFans on any device, whether or not it is owned by you;
- 10.4.4 you accept full responsibility for any User Content created or provided by you; and
- 10.4.5 your use of OnlyFans will not violate these Terms or any applicable law.

10.5 If you are using OnlyFans on behalf of a business or other entity, you warrant that you are authorised to grant all the licences stipulated in these Terms and that you are authorised to bind the business or other entity to these Terms.

11. User Content

11.1 By creating and publishing User Content on OnlyFans, you authorize your Fans to access and view (without downloading or copying) your User Content on OnlyFans for their own lawful and personal use. You also represent and warrant that:

- 11.1.1 you own or control all rights in and to your User Content;
- 11.1.2 to the extent your User Content includes or utilizes any third-party property, you have secured all rights, licenses, consents and releases that are necessary for the use of such third-party property in your User Content; and
- 11.1.3 your User Content is non-confidential and will be made available to your Fans on OnlyFans.com.

11.2 You grant us and our licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material.

11.3 You understand and acknowledge that you are responsible for any User Content you submit or contribute, and you have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

11.4 We are not responsible or liable to any third party for the content or accuracy of any User Content posted by you or any other user of the Website.

11.5 Upon signing up to OnlyFans.com, you also agree to act as custodian of records for the content that you upload to OnlyFans.com.

11.6 Any questions regarding User Content can be addressed by emailing support@onlyfans.com (<https://web.archive.org/web/20180323195358/mailto:support@onlyfans.com>).

12. DMCA

12.1 To comply with the U.S. Digital Millennium Copyright Act (Title 17, United States Code) ("DMCA"), we will respond to proper notifications of claimed copyright infringement and will take appropriate action including removing or disabling access to the allegedly infringing User Content and, if deemed appropriate by OnlyFans, terminating the account of the User who published the content.

12.2 To notify us of claimed copyright infringement, please contact our customer support team by email at support@OnlyFans.com (<https://web.archive.org/web/20180323195358/mailto:support@OnlyFans.com>)

12.3 Under the DMCA, a notification of claimed copyright infringement must include all of the following:

- 12.3.1 a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- 12.3.2 identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works are covered by a single notification, a representative list of such works;
- 12.3.3 identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material;
- 12.3.4 information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and if available, an electronic mail address at which the complaining party may be contacted;
- 12.3.5 a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- 12.3.6 a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

12.4 If we remove or disable access to your Content in response to a DMCA notification of claimed copyright infringement, we will make reasonable efforts to notify you, and you may make a counter-notification in writing with our Designated Agent listed above.

12.5 A DMCA counter-notification must include all of the following:

- 12.5.1 your physical or electronic signature;
- 12.5.2 identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
- 12.5.3 a statement by you under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification; and your name, address, and telephone number, and a statement that you consent to the jurisdiction of which you are located and that you will accept service of process from the person who filed the notice of copyright infringement or an agent of such person.

12.6 If we receive a proper counter-notification from you, we will notify the party alleging copyright infringement and will reinstate your User Content that was removed or disabled within 30 business days following our receipt of your counter-notification, unless the party alleging copyright infringement notifies us first that it/he/she has filed a court action against you.

12.7 Please note that, under the DMCA, any person who knowingly makes material misrepresentations in a notification of claimed infringement or in a counter-notification may be liable for damages.

13. Linking to the Website and Social Media Features

13.1 You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part.

13.2 The Website may provide certain social media features that enable you to:

- 13.2.1 link from your own or certain third-party websites to certain content on the Website;
- 13.2.2 send emails or other communications with certain content, or links to certain content, on the Website;
- 13.2.3 cause limited portions of content on this Website to be displayed or appear to be displayed on your own or certain third-party websites.

13.3 You may use these features solely as they are provided by us, solely with respect to the content they are displayed with. However, you must not:

- 13.3.1 establish a link from any website that is not owned by you;
- 13.3.2 cause the Website or portions of it to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking;
- 13.3.3 link to any part of the Website other than the homepage; or
- 13.3.4 otherwise take any action with respect to the materials on this Website that is inconsistent with any other provision of these Terms.

13.4 You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice.

13.5 We may disable all or any social media features and any links at any time without notice in our discretion.

14. Links from the Website

14.1 If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-

party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

15. Referral Program

15.1 Every user with an OnlyFans account has a unique referral URL that allows users to earn income from any other user who signs up via their referral link. In order to ensure the referral is successful, the new user must register with OnlyFans using the same browser that they used to click the referral link. More information on how the Referral Programme works can be found at: <https://onlyfans.com/partners/> (/web/20180323195358/https://onlyfans.com/partners/)

15.2 OnlyFans pays users five percent of all total income earned by the referred user and the payment of this referred income is processed on the first calendar business day of each month. This referral income is deducted from the OnlyFans' fee and not from the income of the referred user, who continues to earn 80% commission on all income.

15.3 For a user to be successfully added to another user's referral program, that user must sign up to OnlyFans via a unique referral URL. In no event will OnlyFans be liable to add a user to a referral account if that user has not signed up via the correct referral link.

16. Disclaimer of Warranties; Limitations of Liability

By using OnlyFans, you acknowledge and agree as follows:

- 16.1.1 OnlyFans and all of its services and features are provided without warranties of any kind, express or implied. To the fullest extent permitted by law, we disclaim any and all warranties, express or implied, with respect to OnlyFans and all of its services and features, including, and without limitation, implied warranties of merchantability and fitness for a particular purpose. We do not warrant or guarantee the accuracy, usefulness, completeness or reliability of OnlyFans, or the results of your use of OnlyFans. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents. We also do not warrant or guarantee that OnlyFans and all of its services and features will be available at any particular time or location; that OnlyFans and all of its services and features will be secure, uninterrupted, and error-free; that any defect or error will be corrected; or that OnlyFans and all of its services and features will be free of viruses and other harmful components. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. To the fullest extent provided by law, we will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses, or other technologically harmful material that may infect your computer equipment, computer programs, data, or other proprietary material due to your use of the Website or any services or items obtained through the Website or to your downloading of any material posted on it, or on any website linked to it. Your use of OnlyFans and its services and features will be solely and entirely at your own risk. the foregoing does not affect any warranties that cannot be excluded or limited under applicable law; and
- 16.1.2 in no event shall OnlyFans be liable under contract, tort, negligence, strict liability or any other legal or equitable theory, for any indirect, incidental, exemplary, special, punitive or consequential damages (including, and without limitation, loss of use, profits, data or information, or loss of business goodwill or opportunity) arising out of or related to your use of (or your inability to use) OnlyFans or any of its services or features;

- 16.1.3 in no event shall our total and aggregate liability to you and/or others for any and all claims arising out of or related to your use of (or your inability to use) OnlyFans or any of its services or features, exceed one hundred pounds sterling (£100.00). This does not affect any liability that cannot be excluded or limited under applicable law.

16.2 Because some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages or total liability, the above limitation may not apply to you. In such case, our total and aggregate liability to you arising out of or related to your use of (or your inability to use) OnlyFans or any of its services or features shall be limited to the maximum extent permitted by law.

17. User indemnification

17.1 By using OnlyFans, you agree to indemnify and hold harmless us and our employees, agents, representatives, successors and assigns from and against any and all claims, demands, causes of action, actions, suits, proceedings, judgments, orders, damages, liabilities, losses, costs and expenses (including, without limitation, reasonable attorneys' fees and legal costs) arising out of or related to any of the following:

- 17.1.1 your use of OnlyFans or any of its services or features;
- 17.1.2 any User Content created, published, or otherwise made available on OnlyFans by you;
- 17.1.3 any transaction or interaction between you and any other User of OnlyFans; and/or
- 17.1.4 your violation of these terms or any applicable law.

18. Governing Law and Dispute Resolution

18.1 You and we agree that these Terms shall be governed by and construed in accordance with the laws of England and Wales (without regard to the conflict of laws provisions thereof) and that any dispute between you and us concerning OnlyFans or arising out of or related to these Terms shall be resolved in the courts of England and Wales.

18.2 Except where prohibited by applicable law, any claim or cause of action by you concerning OnlyFans or arising out of or related to these Terms must be filed within one year after such claim or cause of action arose, or be forever barred.

19. Waiver and Severability

19.1 No waiver of any term or condition set out in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

19.2 If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.


20. Entire Agreement

20.1 The Terms constitute the sole and entire agreement between you and us regarding the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website.

21. Contact

If you have any questions, comments, or concerns about OnlyFans, please contact our support team at support@OnlyFans.com (<https://web.archive.org/web/20180323195358/mailto:support@OnlyFans.com>)

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EXHIBIT C



Sign up to support your favorite creators

Create your account



SIGN UP

By signing up you agree to our [Terms of Service](#) and [Privacy Policy](#), and confirm that you are at least 18 years old.

Already have an account? [Log in](#)

SIGN IN WITH X



SIGN IN WITH GOOGLE

PASSWORDLESS SIGN IN

EXHIBIT D

HOME



Compose new post...



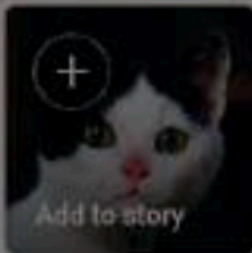
GO LIVE (0)

All

Purchased

Blurred

Foo



Add to story

Our Terms of Service have been updated on December 15, 2021. To continue using our service, please confirm you have read and agree with our [Terms of Service](#).

ACCEPT



We are unable to verify your account at this time. Please click "Verify Account" and follow the instructions. Thanks.

DISMISS

VERIFY ACCOUNT

EXHIBIT E

New messages

Nov 14, 2021

Hello!

We are updating our Terms of Service. The new Terms of Service can be viewed [here](#) and will come into effect in 30 days on 12 December 2021. By continuing to use OnlyFans, you agree to comply with these Terms.

A summary of updates:

- Legal updates to comply with the requirements of our various vendors;
- Co-authored Content must have verified identity and age of every individual who appears in content;
- Community Guideline updates;
- Guidelines for creators posting advertisements.

Thank you,
The OnlyFans Team



12:34 pm